

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Discussion Items**

**Approval of Minutes** *(Written Comment Only Accepted from Audience.)*

1. Approval of the March 2, 2015 City Council Meeting Minutes.

**Consent**

2. Consider Approving the March 5, 2015 Payroll in the Amount of \$1,579,117.68; Paid by Check Numbers 28674 through 28715.
3. Consider Approving the February 25, 2015 Claims in the Amount of \$276,639.41; Paid by Check Numbers 98163 through 98300 with No Checks Voided.
4. Consider Approving the March 4, 2015 Claims in the Amount of \$1,330,146.16; Paid by Check Numbers 98301 through 98478 with Check Numbers 98174 and 98180 Voided.

**Review Bids**

5. Consider Awarding the Sunnyside Well Treatment Facility Project.
6. Consider Awarding the State Avenue Corridor Improvements Project (116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE).

**Public Hearings**

**New Business**

7. Consider the Agreement with Sno-Isle Intercounty Rural Library District for Transfer of the Marysville Library Building.

**Marysville City Council Work Session****March 16, 2015****7:00 p.m.****City Hall**

8. Consider the Supplement Agreement No. 2 to the Professional Services Agreement with Osborn Consulting, Inc., Extending the Agreement End Date to June 30, 2015 for the North Marysville Regional Pond No. 2 Project.
9. Consider the Supplemental Agreement No. 1 to the Professional Services Agreement with BergerABAM, Extending the Agreement End Date to June 30, 2015 for the BNSF Railroad Grade Separation Study.
10. Consider the Supplemental Agreement No. 4 to the Professional Services Agreement with Murray, Smith & Associates, Inc., in the Amount of \$210,529.00 for the Sunnyside Well Treatment Facility Project.
11. Consider the Supplemental Agreement No. 2 with James G. Murphy Co. for Auction Services.
12. Consider the Interlocal Agreement with King County Director's Association (KCDA) for Purchase and Contracting of Goods and Services.
13. Consider the Professional Services Agreement with Snohomish County Economic Development Division for Reimbursement of Eligible Cost to Not Exceed \$10,000 Associated with the SR 9 Gateway Sign Project.
14. Consider the Professional Services Agreement in the Amount of \$75,233.00 with MWH Constructors, Inc. for Materials Testing, Special Inspection, and On-Call CM Support.
15. Consider Accepting the 2014 Shoulder Improvement Program with Northend Excavation, Starting the 45-Day Lien Filing Period for Project Closeout.
16. Consider the Mutual Agreement regarding credit for donation of property from transportation improvements.

**Legal****Mayor's Business****Staff Business****Call on Councilmembers****Executive Session**

- A. Litigation
- B. Personnel

***Work Sessions are for City Council study and orientation – Public Input will be received at the March 23, 2015 City Council meeting.***

March 16, 2015

**Marysville City Council Work Session**  
7:00 p.m.

City Hall

C. Real Estate

**Adjourn**

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

# *Index #1*



COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
March 2, 2015

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. There was a moment of silence in honor of former Mayor Norm Anderson. Pastor Dennis Niva gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl

**Approval of the Agenda**

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports**

None

**Presentations**

**A. Volunteer of the Month**

Mayor Nehring recognized Alicia and Andy Delegans for their service to the community as the volunteers of the month for February 2015. The Delegans both retired from Marysville Pilchuck High School and have helped out immensely following the tragedy there last fall. They put in hours and hours behind the scenes supporting students, teachers, staff, and families. They have also volunteered in many other ways throughout the community such as food drives and the toy store, etc. Mayor Nehring thanked them for their contributions to the community.

## **B. Employee Services Awards**

Judge Towers presented Judge Fred Gillings with a service award for his ten years of service to Marysville's courts.

### **Audience Participation**

None

### **Approval of Minutes**

1. Approval of the January 26, 2015 City Council Meeting Minutes.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to approve the January 26, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

2. Approval of the February 2, 2015 City Council Work Session Minutes.

Councilmember Stevens indicated he would be abstaining since he was absent at that meeting.

Councilmember Seibert referred to page 3 of 7 under item 8 and noted that the third paragraph should be corrected to state that the **County** put in a road, not the Council.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the February 2, 2015 City Council Work Session Minutes as corrected. **Motion** passed unanimously (6-0) with Councilmember Stevens abstaining since he was absent at that meeting.

3. Approval of the February 9, 2015 City Council Meeting Minutes.

Councilmember Stevens indicated he would be abstaining since he was absent at that meeting.

Councilmember Vaughan referred to his comments on page 10 of 11 under *Call on Council* and stated that the first bullet should say thanks to **Public Works** for the Brightwater tour.

Councilmember Seibert noted that a vote count needs to be added to the motion regarding the Executive Session item on page 11.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve the February 9, 2015 City Council Meeting Minutes as amended. **Motion** passed unanimously (6-0) with Councilmember Stevens abstaining.

### **Consent**

4. Approval of the February 5, 2015 Payroll in the Amount of \$1,574,564.90; Paid by Check Numbers 28588 through 28634.
5. Approval of the February 20, 2015 Payroll in the Amount of \$939,021.23; Paid by Check Numbers 28636 through 28673 with Check Number 28635 Issued.
6. Approval of the February 4, 2015 Claims in the Amount of \$1,219,446.74; Paid by Check Numbers 97639 through 97788 with No Checks Voided.
7. Approval of the February 11, 2015 Claims in the Amount of \$549,654.04; Paid by Check Numbers 97789 through 97997 with No Checks Voided.
8. Approval of the February 18, 2015 Claims in the Amount of \$387,062.70; Paid by Check Numbers 97998 through 98162 with Check Number 95977 Voided.

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to approve Consent Agenda items 4-8. **Motion** passed unanimously (7-0).

### **Review Bids**

### **Public Hearings**

### **New Business**

9. Consider the Application for Total Health Events to Conduct a Special Event on Sunday, April 12, 2015, Including the Street Closure of Southbound Columbia Avenue, South of 1st Street, and Southbound SR529 South of 1st Street, as Requested by the Applicant.

CAO Hirashima explained that this is regarding the Everett Half Marathon, previously called the Heroes Half Marathon. She reviewed proposed road closures during the event.

**Motion** made by Councilmember Norton, seconded by Councilmember Wright, to approve the Application for Total Health Events to Conduct a Special Event on Sunday, April 12, 2015, Including the Street Closure of Southbound Columbia Avenue, South of 1st Street, and Southbound SR529 South of 1st Street, as Requested by the Applicant. **Motion** passed unanimously (7-0).

10. Consider the Amendment of Cable Franchise with WaveDivision 1, LLC

CAO Hirashima explained this is a three-month extension of the current franchise agreement. Staff is currently negotiating a long-term agreement and expects to complete it within that time period.

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert, to approve the Amendment of Cable Franchise with WaveDivision 1, LLC. **Motion** passed unanimously (7-0).

11. Consider the Final Plat of Harvest Hills, Phase 2.

CAO Hirashima stated this is a plat that was originally approved by Snohomish County in 2007. The City has since annexed the area. She briefly summarized the project.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to approve the Final Plat of Harvest Hills, Phase 2. **Motion** passed unanimously (7-0).

## Legal

### Mayor's Business

12. Library Board Appointment: Rachel Erickson-Rui

**Motion** made by Councilmember Wright, seconded by Councilmember Norton, to confirm the Mayor's appointment of Rachel Erickson-Rui to the Library Board. **Motion** passed unanimously (7-0).

### Other Mayor's Business:

Mayor Nehring had the following comments:

- He expressed appreciation for former Mayor Norm Anderson's service to the community.
- The Senate transportation bill passed the Senate and is on to the House with the City's projects in.
- He testified on Senate Bill 5761 in the Senate Ways and Means Committee. It was well received and was voted out of there and on to Senate Rules.
- Last Tuesday night there was a nice interfaith service at MPHS to commemorate the 4-month anniversary of that tragedy.
- He held a coffee klatch at Sunnyside Fire Station last week. There were about 18 people in attendance, and they had a great discussion.
- Go Marysville-Pilchuck! They are in the final 8 at state in basketball.

### Staff Business

Chief Smith reported that the Police Department is very busy.

Sandy Langdon had no comments.

John Walker stated the need for two Executive Session items, one to consider acquisition of real estate and the other to discuss pending litigation, expected to last 15 minutes with no action expected.

Jim Ballew:

- The transition up at the golf course occurred on Sunday. He commended Worth Norton for his help with technology during this transition. He thinks it is going very well.
- He invited the Council to the lunch at the Rotary Ranch on March 18 to thank the Marysville Rotary.

Gloria Hirashima reported that the new communications staff person has started. She is doing a great job and has been tasked to help with social media.

### **Call on Councilmembers**

Kamille Norton had no comments.

Steve Muller had no comments.

Rob Toyer had no comments.

Michael Stevens said it was good to be back.

Jeff Seibert said he hopes the east coast gets warmer by next week.

Donna Wright said she got something from AWC that has the reception information. She wasn't sure if everyone got that information. Mayor Nehring indicated he would have Leah get it out to everyone.

Jeff Vaughan had no comments.

### **Adjournment**

Council recessed at 7:33 for two minutes before reconvening into Executive Session at 7:35 to discuss two items expected to last 15 minutes with no action.

### **Executive Session**

- A. Litigation-** one item, RCW 42.30.110(1)(i)
- B. Personnel**

*DRAFT*

**C. Real Estate** – one item, RCW 42.30.110(1)(b)

Executive session extended 10 minutes.

Executive session extended 15 minutes.

Executive session extended 5 minutes.

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:20 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 23, 2015**

AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Blanket Certification	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the March 5, 2015 payroll in the amount \$1,579,117.68 Check No.'s 28674 through 28715.

**COUNCIL ACTION:**



# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 23, 2015**

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **February 25, 2015** claims in the amount of **\$276,639.41** paid by **Check No.'s 98163 through 98300 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-2**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$276,639.41 PAID BY CHECK NO.'S 98163 THROUGH 98300 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23<sup>rd</sup> DAY OF MARCH 2015.**

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 2/19/2015 TO 2/25/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98163	ADEYEMI, LAWRENCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.82
98164	ALBERTSONS	MEETING SUPPLIES	UTIL ADMIN	40.45
98165	ALBERTSONS	SPECIAL EVENT SUPPLIES	EXECUTIVE ADMIN	18.70
	ALBERTSONS		RECREATION SERVICES	241.13
98166	ALL BATTERY SALES &	BATTERIES	EQUIPMENT RENTAL	620.09
98167	AMSAN SEATTLE	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG.	250.35
98168	APSCO, INC.	PUMP STATION SUPPLIES	SEWER LIFT STATION	1,792.88
98169	AYANDRA, DARSHAN	UB 983227750000 3227 76TH DR N	WATER/SEWER OPERATION	21.19
98170	BANK OF AMERICA	LIGHTING REIMBURSEMENT	COMMUNITY EVENTS	93.55
	BANK OF AMERICA		PARK & RECREATION FAC	145.78
98171	BANK OF AMERICA	CONFERENCE REGISTRATION REIMBU	COMMUNITY DEVELOPMENT-	1,460.00
98172	BANK OF AMERICA	NLC CONFERENCE EXPENSE	EXECUTIVE ADMIN	560.00
	BANK OF AMERICA		CITY COUNCIL	2,800.00
98173	BARRETT, DEBBIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	21.90
	BARRETT, DEBBIE		UTIL ADMIN	38.45
	BARRETT, DEBBIE		UTIL ADMIN	182.26
98174	BELMARK LAND AND HOM	UB 757914490000 7914 49TH ST N	WATER/SEWER OPERATION	150.00
98175	BILLING DOCUMENT SPE	MAINTENANCE FEE	UTILITY BILLING	15.00
98176	BRESSLER, JUDITH	UTILITY TAX REBATE	NON-DEPARTMENTAL	88.47
98177	BRINKS INC	ARMORED TRUCK SERVICE	GOLF ADMINISTRATION	-1.00
	BRINKS INC		COMMUNITY DEVELOPMENT-	108.75
	BRINKS INC		UTIL ADMIN	108.75
	BRINKS INC		GOLF ADMINISTRATION	192.66
	BRINKS INC		UTILITY BILLING	195.31
	BRINKS INC		POLICE ADMINISTRATION	368.50
	BRINKS INC		MUNICIPAL COURTS	368.50
98178	BROWN, EDDIE	MEAL REIMBURSEMENT	UTIL ADMIN	28.28
98179	BULLOCK, GERALD	UB 710621000001 4923 82ND PL N	WATER/SEWER OPERATION	179.03
98180	BURLINGTON NORTHERN	EASEMENT PURCHASE	GMA - STREET	74,148.00
98181	BURTON, BETTY	REFUND CLASS FEES	PARKS-RECREATION	35.00
98182	BYDE, DOUG	REIMBURSE COURSE ENROLLMENT	UTIL ADMIN	112.00
98183	CEMEX	ASPHALT	ROADWAY MAINTENANCE	206.32
	CEMEX		ROADWAY MAINTENANCE	326.78
	CEMEX		ROADWAY MAINTENANCE	374.15
98184	CHALK, VALORIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98185	CHARLIES STATE AVE C	UB 101480000000 9015 STATE AVE	WATER/SEWER OPERATION	716.50
98186	CHARLIES STATE AVE C	UB 101390000000 9020 42ND DR N	WATER/SEWER OPERATION	865.98
98187	CLEAR IMAGE PHOTOGRA	PHOTOGRAPHY-FATHER DAUGHTER DA	RECREATION SERVICES	1,280.03
98188	CLEMENTSON, MARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.09
98189	COMPUCOM SYSTEMS	LICENSE	EQUIPMENT RENTAL	396.38
98190	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	81.00
98191	CUROTTO-CAN, THE	CYLINDER ASSY, SWITCH AND JOYS	ER&R	-113.89
	CUROTTO-CAN, THE		ER&R	1,408.04
98192	DAVIS, EIKO	UTILITY TAX REBATE	NON-DEPARTMENTAL	134.32
98193	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
98194	DELL	MONITORS	COMMUNITY DEVELOPMENT-	212.15
	DELL	DOCKING PORTS	COMPUTER SERVICES	344.61
	DELL	MONITORS	PROPERTY TASK FORCE	424.30
	DELL	REMOTE DESKTOP LICENSE	COMPUTER SERVICES	1,485.12
	DELL	VPN APPLIANCE REPLACEMENT	IS REPLACEMENT ACCOUNTS	4,003.23
98195	DIAMOND B CONSTRUCT	REPLACE EXHAUST FAN	PUBLIC SAFETY BLDG.	1,936.44
	DIAMOND B CONSTRUCT	REPLACE HEAT EXCHANGE	PUBLIC SAFETY BLDG.	2,699.48
98196	DULIN, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.41
	DULIN, PATRICIA		UTIL ADMIN	38.45
	DULIN, PATRICIA		UTIL ADMIN	143.30
98197	ENVIRONMENTAL PRODUC	VACTOR PARTS	WATER/SEWER OPERATION	-90.26
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	557.98

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/19/2015 TO 2/25/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98197	ENVIRONMENTAL PRODUC	VACTOR PARTS	STORM DRAINAGE	557.98
98198	ERDL, LINNIE	UTILITY TAX REBATE	UTIL ADMIN	38.45
	ERDL, LINNIE		NON-DEPARTMENTAL	129.60
	ERDL, LINNIE		UTIL ADMIN	182.26
98199	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	145.80
	EVERETT, CITY OF		WASTE WATER TREATMENT F	1,700.10
98200	FIRE PROTECTION INC	FIRE ALARM REPAIR	PUBLIC SAFETY BLDG.	201.28
	FIRE PROTECTION INC		LIBRARY-GENL	374.67
	FIRE PROTECTION INC		MAINT OF GENL PLANT	410.18
	FIRE PROTECTION INC		LIBRARY-GENL	486.53
98201	FRAIZE, CHRISTINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.11
98202	FRANZWA, KATHLEEN		NON-DEPARTMENTAL	49.08
98203	FRASER, SUSAN		NON-DEPARTMENTAL	58.14
98204	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	45.47
	FRONTIER COMMUNICATI	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	52.45
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	64.91
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	64.91
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	64.91
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	65.06
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	91.76
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	93.22
98205	FURLONG, CLAIRE ELLE	UTILITY TAX REBATE	UTIL ADMIN	38.45
	FURLONG, CLAIRE ELLE		NON-DEPARTMENTAL	59.00
	FURLONG, CLAIRE ELLE		UTIL ADMIN	143.30
98206	GESSNER, KRISTA	MEAL REIMBURSEMENT	UTIL ADMIN	12.47
98207	GRASSL, LEAH	REIMBURSE MEETING SUPPLIES	UTIL ADMIN	26.29
98208	GRAYBAR ELECTRIC CO	CYCLONE LIGHTING	STREET LIGHTING	2,602.80
98209	GUENZLER, JOSH	MICROWAVE REIMBURSEMENT	WATER DIST MAINS	64.19
98210	HAFENSCHER, JUDITH	UTILITY TAX REBATE	UTIL ADMIN	38.45
	HAFENSCHER, JUDITH		NON-DEPARTMENTAL	72.41
	HAFENSCHER, JUDITH		UTIL ADMIN	143.30
98211	HAGA, JAMES GARY		NON-DEPARTMENTAL	16.04
98212	HANAUER, GERARD L	UB 331350000000 14524 40TH AVE	WATER/SEWER OPERATION	13.63
	HANAUER, GERARD L		WATER/SEWER OPERATION	226.84
	HANAUER, GERARD L		WATER/SEWER OPERATION	412.64
98213	HARMON, GARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	13.80
98214	HARPER, DOROTHY		NON-DEPARTMENTAL	89.05
98215	HD FOWLER COMPANY	SETTER CREDIT	WATER/SEWER OPERATION	-921.81
	HD FOWLER COMPANY	CHECK VALVE AND QUICK JOINT	WATER/SEWER OPERATION	210.88
	HD FOWLER COMPANY	METER VALVES	WATER/SEWER OPERATION	316.65
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	519.33
	HD FOWLER COMPANY	SETTER	WATER/SEWER OPERATION	921.81
	HD FOWLER COMPANY	HYDRANT, NOZZLE AND ADAPTER	WATER CAPITAL PROJECTS	2,516.44
98216	HEALTH, DEPT OF	2015 OPERATING PERMIT	UTIL ADMIN	22,626.15
98217	HEGRE, SANDRA	UB 452161700000 5711 139TH PL	WATER/SEWER OPERATION	20.59
98218	HINKSON, VIOLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.64
98219	HOLLIBAUGH, CHARLENE		NON-DEPARTMENTAL	48.02
98220	IIMC	MEMBERSHIP DUES-OBRIEN	CITY CLERK	195.00
98221	INDUSTRIAL SUPPLY IN	POLY GLOVES	ER&R	64.63
98222	IRON MOUNTAIN	ROCK	WATER DIST MAINS	181.11
	IRON MOUNTAIN		STORM DRAINAGE MAINTEN/	181.11
98223	JAGGAR, LARRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.92
98224	JENSEN, JACQULYN	UB 212700000001 4901 122ND PL	WATER/SEWER OPERATION	100.85
98225	JOHNSON, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.98
98226	JOHNSON, ELIZABETH		NON-DEPARTMENTAL	69.52
98227	KEIR, DIRK	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
98228	KELKENBERG, MISTI D	UB 673420000002 4816 103RD PL	WATER/SEWER OPERATION	31.65
98229	KELLY, LANNY	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.06
98230	KENNY, RIKKI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98231	KMD ARCHITECTS	PROFESSIONAL SERVICES	FACILITY REPLACEMENT	12,798.50
98232	KPG, INC PS		GMA - STREET	1,682.64



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/19/2015 TO 2/25/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98262	PART WORKS INC, THE	PANEL	WASTE WATER TREATMENT F	707.31
98263	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	108.50
98264	PETERSON, ERIC T	UB 080220000000 5325 93RD PL N	WATER/SEWER OPERATION	24.20
98265	PILCHUCK RENTALS	FUEL LINES AND TANK	ROADWAY MAINTENANCE	171.85
	PILCHUCK RENTALS	EDGER RENTAL	SIDEWALKS MAINTENANCE	292.00
98266	PLATT ELECTRIC	ANTENNA PARTS	PARK & RECREATION FAC	120.93
98267	PLUT, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	92.36
98268	POLLARDWATER.COM	DECHLOR TABS, METAL DETECTOR,	WATER DIST MAINS	1,494.27
98269	PREFERRED ELECTRIC	WIRING	FACILITY REPLACEMENT	636.48
	PREFERRED ELECTRIC	ELECTRICAL WORK	ADMIN FACILITIES	788.80
98270	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	16.87
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	30.24
	PUD	ACCT #2024-6103-4	UTIL ADMIN	31.50
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	32.55
	PUD	ACCT #2020-3113-4	PUMPING PLANT	33.39
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	41.42
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	52.24
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	69.87
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	69.87
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	70.81
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	84.35
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	103.28
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	166.31
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	203.88
	PUD	ACCT #2020-1181-3	PUMPING PLANT	232.88
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	362.27
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	471.43
	PUD	ACCT #2012-4769-9	STREET LIGHTING	696.14
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	843.74
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	1,199.52
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	1,235.46
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	1,255.05
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,419.09
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,009.85
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,159.70
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,698.54
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	4,052.55
	PUD	ACCT #2015-7792-1	PUMPING PLANT	4,110.95
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	8,306.74
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	12,484.28
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	16,348.51
98271	REGEL, RONALD	UTILITY TAX REBATE	NON-DEPARTMENTAL	10.43
98272	ROTH, ALLAN		NON-DEPARTMENTAL	43.56
98273	ROTTER, DEENA &	UB 941256106000 1256 ASH AVE #	WATER/SEWER OPERATION	186.32
98274	ROY ROBINSON	MOTOR MOUNT	EQUIPMENT RENTAL	78.10
	ROY ROBINSON	CATALYTIC CONVERTER, PIPE AND	EQUIPMENT RENTAL	2,118.25
98275	RUSSELL, VICTORIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.23
98276	SCOTT, DOROTHY A.		NON-DEPARTMENTAL	59.37
98277	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	83.20
98278	SIEWERT, VIRGINIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	71.79
98279	SISKUN POWER EQUIPME	POWER BROOM	WATER DIST MAINS	633.48
98280	SMITH FIRE SYSTEMS	INSPECTION FEES	LIBRARY-GENL	100.00
98281	SNO CO PLAN & DEV	2015 SCT DUES	NON-DEPARTMENTAL	11,161.00
98282	SOLID WASTE SYSTEMS	SPILL KITS	ER&R	466.07
	SOLID WASTE SYSTEMS	PUMP ASSEMBLY	EQUIPMENT RENTAL	2,956.65
98283	SOUND PUBLISHING	LEGAL AD	COMMUNITY DEVELOPMENT-	186.61
98284	SOUND PUBLISHING		CITY CLERK	419.28
98285	SOUND SAFETY	GLOVES	ER&R	55.10
	SOUND SAFETY	EYE WASH	ER&R	71.81
	SOUND SAFETY	GLOVES	ER&R	86.17
	SOUND SAFETY		ER&R	138.72

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/19/2015 TO 2/25/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98285	SOUND SAFETY	GLOVES	ER&R	322.05
	SOUND SAFETY	HARD HATS	ER&R	527.90
98286	STAIDLE, JEAN C	UTILITY TAX REBATE	NON-DEPARTMENTAL	6.79
98287	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERT	3,766.67
	STRATEGIES 360		WASTE WATER TREATMENT F	3,766.69
	STRATEGIES 360		UTIL ADMIN	5,022.24
98288	SUTTON, GRADY	UTILITY TAX REBATE	NON-DEPARTMENTAL	100.30
98289	TATE, BARBARA AND JE	UB 840071000000 7608 69TH ST N	WATER/SEWER OPERATION	40.38
98290	THOMPSON, ELIZABETH	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.78
98291	THOMPSON, STELLA		NON-DEPARTMENTAL	106.21
98292	TOON, JEROME L	UB 391280000000 626 172ND ST N	WATER/SEWER OPERATION	24.75
98293	TUEMMLER, MARK & SHA	UB 780700000001 6005 60TH PL N	WATER/SEWER OPERATION	180.59
98294	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER LIFT STATION	23.26
98295	WATSON, ODIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	75.38
98296	WAZIR, MARISIL		NON-DEPARTMENTAL	22.93
98297	WEBCHECK	WEBCHECK SERVICES-JAN 2015	UTILITY BILLING	783.36
98298	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	704.26
98299	WFOA	MEMBERSHIP DUES (3)	UTILITY BILLING	50.00
	WFOA		FINANCE-GENL	100.00
98300	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT-KIP PRIN	UTIL ADMIN	106.62

**WARRANT TOTAL:**

**276,639.41**

**REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL**



# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 23, 2015**

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **March 4, 2015** claims in the amount of **\$1,330,146.16** paid by **Check No.'s 98301 through 98478 with Check No.'s 98174 & 98180 voided.**

**COUNCIL ACTION:**

**CLAIMS**  
FOR  
**PERIOD-3**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,330,146.16 PAID BY CHECK NO.'S 98301 THROUGH 98478 WITH CHECK NO.'S 98174 & 98180 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23<sup>rd</sup> DAY OF MARCH 2015.**

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/26/2015 TO 3/4/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98301	ACANDYSTORE.COM INC. ACANDYSTORE.COM INC.	EASTER EGG HUNT SUPPLIES	GENERAL FUND	-87.17
98302	AERATOR SOLUTIONS AERATOR SOLUTIONS	PROPELLER	RECREATION SERVICES	1,077.70
98303	AGRICULTURE, DEPT OF	PESTICIDE RENEWAL (2)	WATER/SEWER OPERATION	-66.26
98304	ALL BATTERY SALES &	BATTERY	WASTE WATER TREATMENT F	819.26
98305	AMERICAN PLANNING	MEMBERSHIP DUES-GEMMER	MAINTENANCE	66.00
98306	AMERICAN WATER WORKS	MEMBERSHIP DUES-COWLING	EQUIPMENT RENTAL	174.20
98307	AMSAN SEATTLE AMSAN SEATTLE AMSAN SEATTLE AMSAN SEATTLE AMSAN SEATTLE AMSAN SEATTLE	JANITORIAL SUPPLIES	COMMUNITY DEVELOPMENT-	200.00
98308	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE	ENGR-GENL	205.00
98309	ARLINGTON, CITY OF	ARL CHRISTIAN SCHOOL USAGE	WASTE WATER TREATMENT F	299.68
98310	BANK OF AMERICA	SUPPLY REIMBURSEMENT	ADMIN FACILITIES	320.61
98311	BELFOR USA GROUP	KBCC MOLD REMEDIATION	UTIL ADMIN	331.69
98312	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	COURT FACILITIES	424.52
98313	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING OUTR	MAINT OF GENL PLANT	424.91
98314	BLUMENTHAL UNIFORMS BLUMENTHAL UNIFORMS	CHEVRONS UNIFORM-SMITH	PUBLIC SAFETY BLDG.	465.50
98315	BNSF RAILWAY COMPANY	EASEMENT PURCHASE	MAINTENANCE	11.37
98316	BONEY, KAREN	UTILITY TAX REBATE	MAINTENANCE	11.37
98317	BOYD, RAE	INMATE MEDICAL CARE-JAN 2015	EQUIPMENT RENTAL	37.58
98318	BRIDGERS, CHUNG-YO	REFUND CLASS FEES	SOURCE OF SUPPLY	69.09
98319	BRISENO, NATALIE	RENTAL DEPOSIT REFUND	OFFICE OPERATIONS	25.20
98320	BUD BARTON'S GLASS	REPAIR AT WWTP	COMMUNITY CENTER	5,930.54
98321	CAMPBELL, BARBARA	UTILITY TAX REBATE	ER&R	443.77
98322	CANTWELL, KATHRYN	UB 830068000002 6020 74TH ST N	RECYCLING OPERATION	2,157.36
98323	CAPTAIN DIZZYS EXXON CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	32.10
98324	CARRS ACE	BUCKETS, ORGANIZERS AND HARDWA	POLICE ADMINISTRATION	187.14
98325	CARY, CHRISTOPHER	REIMBURSE CDL ENDORSEMENT/LICE	GMA - STREET	74,148.00
98326	CASCADE COLUMBIA CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	NON-DEPARTMENTAL	63.61
98327	CASCADE NATURAL GAS	NATURAL GAS CHARGES	DETENTION & CORRECTION	3,300.00
98328	CECSARINI, MARY	UTILITY TAX REBATE	PARKS-RECREATION	120.00
98329	CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP	SAFETY VESTS AND GLASSES SAFETY VESTS AND GLOVES SAFETY VESTS AND GLASSES	GENERAL FUND	100.00
98330	CHECKFREEPAY	PD WRONG VENDOR S/B SNO CO PUD	WASTE WATER TREATMENT F	293.76
98331	CHRYS HAY, B CHRYS HAY, B CHRYS HAY, B	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.12
98332	COMCAST	MONTHLY BROADBAND CHARGES	WATER/SEWER OPERATION	145.12
98333	COMMERCIAL FIRE COMMERCIAL FIRE COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	PARK & RECREATION FAC	4.50
98334	CONSOLIDATED ELECTRI	LED WALLPACK LIGHTS	POLICE PATROL	99.00
98335	CONSOLIDATED PRESS	CITY SCENE NEWSLETTER	TRANSPORTATION MANAGEM	51.47
98336	COON, MELVIN	UTILITY TAX REBATE	UTIL ADMIN	195.00
98337	COOP SUPPLY COOP SUPPLY COOP SUPPLY	PEAT MOSS PLANT FOOD K-9 FOOD	WASTE WATER TREATMENT F	7,914.00
			WASTE WATER TREATMENT F	12,707.84
			WATER FILTRATION PLANT	2,007.99
			NON-DEPARTMENTAL	63.64
			ER&R	112.22
			ER&R	301.37
			ER&R	308.20
			WATER/SEWER OPERATION	214.02
			NON-DEPARTMENTAL	17.73
			UTIL ADMIN	38.45
			UTIL ADMIN	182.26
			COMPUTER SERVICES	253.99
			ER&R	51.57
			ER&R	59.07
			ER&R	105.33
			LIBRARY-GENL	180.18
			UTILITY BILLING	1,984.30
			NON-DEPARTMENTAL	59.69
			PARK & RECREATION FAC	32.62
			PARK & RECREATION FAC	43.51
			K9 PROGRAM	51.13

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/26/2015 TO 3/4/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98337	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	56.57
	COOP SUPPLY		K9 PROGRAM	56.57
	COOP SUPPLY		K9 PROGRAM	56.57
98338	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	191.38
98339	COUGAR TREE SERVICE	TREE REMOVAL	GMA - STREET	6,528.00
98340	CRISTIANO'S	RECOVERY MEETING SUPPLIES	EXECUTIVE ADMIN	174.97
98341	DAILY JOURNAL OF COM	LEGAL ADS	WATER CAPITAL PROJECTS	503.10
98342	DAY WIRELESS SYSTEMS	RADIO REPAIRS	POLICE PATROL	535.62
98343	DAYTON, JUSTIN	UB 760227000000 5821 74TH DR N	WATER/SEWER OPERATION	600.00
98344	DB SECURE SHRED	MONTHLY SHREDDING SERIVCE	PROBATION	16.79
	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIO	19.52
	DB SECURE SHRED	MONTHLY SHREDDING SERIVCE	MUNICIPAL COURTS	50.38
98345	DELTA PROPERTY MANAG	UB 131334101000 12011 46TH DR	WATER/SEWER OPERATION	101.96
98346	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	176.70
98347	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1023	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1097	POLICE PATROL	43.52
	DICKS TOWING		POLICE PATROL	43.52
	DICKS TOWING		POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1114	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1220	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1226	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1257	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1290	POLICE PATROL	43.52
98348	DIGITAL DOLPHIN SUPP	TONERS	GENERAL FUND	-30.06
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	371.67
98349	DISCOUNT TOWING	TOWING EXPENSE-619-XYB	POLICE PATROL	194.75
98350	DMCMA	REGIONAL TRAINING (7)	MUNICIPAL COURTS	175.00
98351	E&E LUMBER	CAP AND TAPE	PARK & RECREATION FAC	3.01
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	3.08
	E&E LUMBER	PUTTY	WASTE WATER TREATMENT F	3.12
	E&E LUMBER	FITTINGS	PARK & RECREATION FAC	3.74
	E&E LUMBER	ELBOW	PARK & RECREATION FAC	4.17
	E&E LUMBER	FASTENERS	ADMIN FACILITIES	6.53
	E&E LUMBER	STRIKE PLATES	PARK & RECREATION FAC	6.88
	E&E LUMBER	LUMBER	WASTE WATER TREATMENT F	9.35
	E&E LUMBER	GASKET AND SPACER	UTIL ADMIN	11.25
	E&E LUMBER	TEXTURE	PARK & RECREATION FAC	11.48
	E&E LUMBER	SANDER, DISCS, SPRAY AND HOOKS	WASTE WATER TREATMENT F	12.51
	E&E LUMBER	SHIMS	PUBLIC SAFETY BLDG.	18.78
	E&E LUMBER	CLEANER AND TOWELS	PARK & RECREATION FAC	19.40
	E&E LUMBER	REMOVER AND PUTTY	PARK & RECREATION FAC	19.70
	E&E LUMBER	TAPE AND FASTENERS	PARK & RECREATION FAC	21.12
	E&E LUMBER	LUMBER AND CONCRETE	PARK & RECREATION FAC	24.87
	E&E LUMBER	FLAGPOLE KITS	PARK & RECREATION FAC	31.32
	E&E LUMBER	PAINTING SUPPLIES	PUBLIC SAFETY BLDG.	32.46
	E&E LUMBER	BALL VALVE	MAINTENANCE	35.08
	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	40.73
	E&E LUMBER	KNIFE, TEXTURE, SPONGE AND TAP	PARK & RECREATION FAC	53.58
	E&E LUMBER	TRASH CANS	PARK & RECREATION FAC	62.65
	E&E LUMBER	SANDER, DISCS, SPRAY AND HOOKS	FACILITY MAINTENANCE	73.10
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	85.91
	E&E LUMBER	FENCING AND FASTENERS	PARK & RECREATION FAC	129.31
	E&E LUMBER	POSTS, FENCING AND DRIVER	PARK & RECREATION FAC	153.90
98352	ECOLOGY, DEPT. OF	STORMWATER CONSTRUCTION PERMIT	GMA - STREET	228.76
98353	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	73.49
	EMERALD HILLS		BAXTER CENTER APPRE	86.93

CITY OF MARYSVILLE  
INVOICE LIST  
FOR INVOICES FROM 2/26/2015 TO 3/4/2015

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
98354	ESTERELLA, GRACE & J	UB 761601060001 6712 66TH ST N	WATER/SEWER OPERATION	49.43
98355	EVERETT HERALD	SUBSCRIPTION	COMMUNITY CENTER	180.00
98356	EVERETT TIRE & AUTO	TIRES (4)	ER&R	479.46
98357	EVERETT, CITY TREAS	WATER FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	126,643.76
98358	EVERGREEN SAFETY COU	FLAGGER RECERT TRAINING	EXECUTIVE ADMIN	932.78
98359	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	1,192.13
98360	FLYGARE, ROGER G	TRANSCRIPTION SERVICE	NON-DEPARTMENTAL	64.07
	FLYGARE, ROGER G		WASTE WATER TREATMENT F	192.21
98361	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	41.95
	FRONTIER COMMUNICATI		ADMIN FACILITIES	41.95
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	41.95
	FRONTIER COMMUNICATI		LIBRARY-GENL	41.95
	FRONTIER COMMUNICATI		UTILITY BILLING	41.95
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	41.95
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	47.40
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	50.84
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	83.90
	FRONTIER COMMUNICATI		POLICE PATROL	83.90
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	83.90
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	83.90
	FRONTIER COMMUNICATI		COMMUNITY CENTER	83.90
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	83.90
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	83.90
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	92.54
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	97.81
	FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT F	167.79
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	209.71
	FRONTIER COMMUNICATI		UTIL ADMIN	291.65
98362	FULCHER, JULIE	REFUND CLASS FEES	PARKS-RECREATION	25.00
98363	GALLS, LLC	UNIFORMS	POLICE PATROL	199.97
98364	GFOA	MEMBERSHIP DUES (2)	FINANCE-GENL	250.00
98365	GLEISNER, DONNA	REFUND CLASS FEES	PARKS-RECREATION	30.00
98366	GOODMAN, DONALD	UTILITY TAX REBATE	UTIL ADMIN	38.45
	GOODMAN, DONALD		NON-DEPARTMENTAL	43.49
	GOODMAN, DONALD		UTIL ADMIN	143.30
98367	GOVCONNECTION INC	CABLES	ER&R	480.30
98368	GREEN RIVER CC	WORKSHOP-COBB	UTIL ADMIN	225.00
	GREEN RIVER CC	TRAINING-GESSNER, KR	UTIL ADMIN	380.00
98369	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	121.00
98370	GROUP HEALTH	SCREENING TESTS AND IMMUNIZATI	EXECUTIVE ADMIN	151.00
98371	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	831.12
98372	GUY, KRISTIE	MILEAGE REIMBURSEMENT	PERSONNEL ADMINISTRATIO	34.39
98373	HB JAEGER COMPANY	HYDRANTS, STROZ AND RESTRAINER	WATER CAPITAL PROJECTS	9,622.70
98374	HD FOWLER COMPANY	METER BOX COVER RETURN	WATER SERVICES	-289.41
	HD FOWLER COMPANY	COUPLING	PARK & RECREATION FAC	4.99
	HD FOWLER COMPANY	CHECK VALVES	WATER/SEWER OPERATION	131.00
	HD FOWLER COMPANY	METER BOX REPLACEMENT PARTS	WATER SERVICES	260.25
	HD FOWLER COMPANY	ADAPTERS, REDUCERS AND BALL VA	WATER/SEWER OPERATION	457.64
	HD FOWLER COMPANY	COPPER TUBING AND RESETTERS	WATER/SEWER OPERATION	506.29
	HD FOWLER COMPANY	MARKING PAINT, STICK AND WRENC	ER&R	513.10
	HD FOWLER COMPANY	METER BOX REPLACEMENT PARTS	WATER SERVICES	523.98
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	523.98
	HD FOWLER COMPANY	METER BOX COVERS	WATER/SEWER OPERATION	574.25
98375	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	129.60
	HENNIG, JEANINE TULL		RECREATION SERVICES	307.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	345.60
98376	JAEGER, HENRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.61

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/26/2015 TO 3/4/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98377	JUDD & BLACK JUDD & BLACK	MOUNTING BRACKETS	PUBLIC SAFETY BLDG.	163.20
			PUBLIC SAFETY BLDG.	167.55
98378	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	2,629.20
98379	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	135.00
98380	LAKE INDUSTRIES LAKE INDUSTRIES LAKE INDUSTRIES	ASPHALT HAULED IN	ROADWAY MAINTENANCE	240.00
			ROADWAY MAINTENANCE	420.00
			ROADWAY MAINTENANCE	480.00
98381	LAKWOOD SCHOOL DIST	FACILITY USAGE	RECREATION SERVICES	153.11
98382	LANCASTER, HOLLI	RENTAL DEPOSIT REFFUND	GENERAL FUND	100.00
98383	LANG, HENRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	4.77
98384	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	199.50
98385	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
98386	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	41.88
98387	LOWES HIW INC LOWES HIW INC LOWES HIW INC LOWES HIW INC LOWES HIW INC	OSCILLATOR CREDIT RETURN FAUCET COVER AND VALVE BOXES AND TAPE PRUNERS, ORGANIZER, ROPE AND T OSCILLATORS	PARK & RECREATION FAC PARK & RECREATION FAC MAINT OF GENL PLANT WATER DIST MAINS PARK & RECREATION FAC	-164.33 16.10 28.59 95.40 164.34
98388	MACKIE, TRACEY MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER COMMUNITY CENTER	171.00 704.38
98389	MANOR HARDWARE MANOR HARDWARE	SAND PAPER, HOSE, NAILS AND RE	FACILITY MAINTENANCE FACILITY MAINTENANCE	26.21 196.00
98390	MARSH, KATHERINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.12
98391	MARYSVILLE FIRE DIST MARYSVILLE FIRE DIST	FIRE CONTROL EMERGENCY AID SER	FIRE-EMS FIRE-GENL	194,968.75 586,791.83
98392	MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING	BUSINESS CARDS      PURCHASE ORDER BOOKS FINDING AND SENTENCING FORMS	ENGR-GENL UTIL ADMIN WATER FILTRATION PLANT SOLID WASTE OPERATIONS WASTE WATER TREATMENT F FACILITY MAINTENANCE MUNICIPAL COURTS	64.55 64.55 64.55 84.72 322.71 414.14 677.87
98393	MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE UTILITY SERVICE-5315 64TH ST N UTILITY SERVICE-6120 GROVE ST	SEWER LIFT STATION PARK & RECREATION FAC LIBRARY-GENL	53.96 258.89 920.71
98394	MAUL FOSTER & ALONGI MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE STORM DRAINAGE	1,486.17 6,368.19
98395	MCELROY, DOLORES MCELROY, DOLORES MCELROY, DOLORES	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	38.45 101.90 143.30
98396	MCFADDEN, SYLVIA		NON-DEPARTMENTAL	49.70
98397	MCLOUGHLIN & EARDLEY MCLOUGHLIN & EARDLEY	LIGHT BARS AND BULBS	ER&R ER&R	-32.03 396.03
98398	MILAR, MARLYN MILAR, MARLYN MILAR, MARLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL UTIL ADMIN UTIL ADMIN	21.31 38.45 182.26
98399	MIZELL, TARA	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	126.51
98400	MORTON, TIMOTHY S MORTON, TIMOTHY S MORTON, TIMOTHY S	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	38.45 38.93 143.30
98401	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	321.41
98402	NAFTO	2015 NATIONAL CONFERENCE (3)	POLICE TRAINING-FIREARMS	600.00
98403	NELSON PETROLEUM	OIL, GREASE, GRIP GUN AND FUNN	SOURCE OF SUPPLY	303.25
98404	NORTHWEST ARMOR NORTHWEST ARMOR	SWAT GEAR	DRUG ENFORCEMENT DRUG ENFORCEMENT	-315.30 3,898.30
98405	NORTHWEST PLAYGROUND	RECEPTACLES	LIBRARY-GENL	2,493.41
98406	OFFICE DEPOT	OFFICE SUPPLY CREDIT	POLICE PATROL	-43.78

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98406	OFFICE DEPOT	OFFICE SUPPLIES	YOUTH SERVICES	8.81
	OFFICE DEPOT		OFFICE OPERATIONS	11.96
	OFFICE DEPOT		UTILITY BILLING	34.47
	OFFICE DEPOT		OFFICE OPERATIONS	44.33
	OFFICE DEPOT		ENGR-GENL	44.89
	OFFICE DEPOT		FINANCE-GENL	77.67
	OFFICE DEPOT		CITY CLERK	97.18
	OFFICE DEPOT		UTILITY BILLING	112.66
	OFFICE DEPOT		CITY COUNCIL	112.66
	OFFICE DEPOT		UTIL ADMIN	122.78
	OFFICE DEPOT		WASTE WATER TREATMENT F	128.02
	OFFICE DEPOT		POLICE INVESTIGATION	132.99
	OFFICE DEPOT		OFFICE OPERATIONS	152.28
	OFFICE DEPOT		OFFICE OPERATIONS	289.91
	OFFICE DEPOT		POLICE PATROL	342.89
	OFFICE DEPOT		POLICE PATROL	454.58
	OFFICE DEPOT	INMATE SUPPLIES	DETENTION & CORRECTION	764.99
98407	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	114.00
	OLASON, MONICA		RECREATION SERVICES	117.60
	OLASON, MONICA		RECREATION SERVICES	117.60
	OLASON, MONICA		RECREATION SERVICES	117.60
	OLASON, MONICA		RECREATION SERVICES	240.00
	OLASON, MONICA		RECREATION SERVICES	252.00
	OLASON, MONICA		RECREATION SERVICES	262.50
98408	OPTICS PLANET INC.	UNIFORM EQUIPMENT	GENERAL FUND	-39.81
	OPTICS PLANET INC.		POLICE PATROL	492.17
98409	OTOOLE, MICHAEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.40
98410	OTTER, ANDREW		NON-DEPARTMENTAL	15.96
98411	PACIFIC POWER BATTER	BATTERIES	POLICE INVESTIGATION	16.32
98412	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-7.07
	PARTS STORE, THE	FILTER KITS	ER&R	23.24
	PARTS STORE, THE	FILTERS, MOUNTING BASES AND WW	ER&R	99.93
	PARTS STORE, THE	BRAKE SHOES, BRAKE DRUMS AND H	EQUIPMENT RENTAL	100.44
	PARTS STORE, THE	TIRE GAUGES	SOLID WASTE OPERATIONS	213.93
	PARTS STORE, THE	FILTERS AND WIPER BLADES	ER&R	364.77
98413	PAYFIRST PROPERTIES	UB 091461847000 14618 47TH AVE	WATER/SEWER OPERATION	23.22
98414	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	161.20
	PEACE OF MIND		CITY CLERK	213.90
98415	PETERSON, CINDY	REFUND CLASS FEES	PARKS-RECREATION	50.00
98416	PETTY CASH- POLICE	PARKING FEES, SUPPLIES AND POS	POLICE PATROL	2.96
	PETTY CASH- POLICE		POLICE PATROL	9.00
	PETTY CASH- POLICE		K9 PROGRAM	13.05
	PETTY CASH- POLICE		POLICE INVESTIGATION	14.00
	PETTY CASH- POLICE		POLICE ADMINISTRATION	16.00
	PETTY CASH- POLICE		K9 PROGRAM	16.31
	PETTY CASH- POLICE		POLICE PATROL	23.38
98417	PIGSKIN UNIFORMS	UNIFORM-PALMER	DETENTION & CORRECTION	379.75
98418	PILCHUCK RENTALS	TILLER RENTAL	PARK & RECREATION FAC	130.56
	PILCHUCK RENTALS	EDGER	SIDEWALKS MAINTENANCE	687.62
98419	PIZZA HUT	FATHER DAUGHTER DANCE SUPPLIES	RECREATION SERVICES	81.33
98420	PLATT ELECTRIC	LAMPS AND HOLE SAW	ADMIN FACILITIES	97.08
	PLATT ELECTRIC	FIXTURE AND MOUNT	PARK & RECREATION FAC	257.10
98421	PNWS-AWWA	TRAINING-DAGGETT, K	UTIL ADMIN	90.00
98422	POLICE & SHERIFFS PR	ID CARDS	POLICE PATROL	17.49
98423	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	PRO-SHOP	8,000.00
98424	PROFORCE LAW ENFORC	TASER CARTRIDGES	POLICE PATROL	2,409.32
98425	PUBLIC AGENCY TRAINI	TRAINING-MCSHANE & JONES	POLICE TRAINING-FIREARMS	850.00



**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98426	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	33.08
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	56.14
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	59.03
	PUD	ACCT #2027-9116-6	PUMPING PLANT	60.52
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	67.18
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	89.01
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	94.27
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	95.78
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	99.21
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	110.15
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	140.30
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	323.16
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	1,041.41
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	1,327.42
98427	REINDL, DELLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	98.74
98428	RICOH USA, INC.	PRINTER CHARGES	PROPERTY TASK FORCE	8.16
	RICOH USA, INC.		POLICE PATROL	171.61
	RICOH USA, INC.		UTIL ADMIN	171.87
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	687.50
98429	RILEY, JERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	16.06
98430	RK VENTURES	UB 861090000000 5408 84TH ST N	WATER/SEWER OPERATION	70.01
98431	ROBERTS, SHARON M	UTILITY TAX REBATE	NON-DEPARTMENTAL	16.88
	ROBERTS, SHARON M		UTIL ADMIN	38.45
	ROBERTS, SHARON M		UTIL ADMIN	143.30
98432	ROBINSON, MIKE	REIMBURSE EXIT SIGN PURCHASE	GENERAL FUND	-9.44
	ROBINSON, MIKE		PARK & RECREATION FAC	116.73
98433	ROSS, DOROTHY	UTILITY TAX REBATE	UTIL ADMIN	38.45
	ROSS, DOROTHY		NON-DEPARTMENTAL	93.47
	ROSS, DOROTHY		UTIL ADMIN	182.26
98434	RYAN, DONNA		NON-DEPARTMENTAL	18.49
98435	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	5.99
98436	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	1,223.31
98437	SCORE	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	50.89
	SCORE	INMATE HOUSING-JAN 2015	DETENTION & CORRECTION	31,090.00
98438	SENTINEL OFFENDER SE	ELEC HOME MONITORING	DETENTION & CORRECTION	1,433.59
98439	SHEEHAN, FRANCIS M	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.40
98440	SIX ROBBLEES INC	TIRE DEPTH GAUGES	EQUIPMENT RENTAL	119.68
98441	SNAP-ON INCORPORATED	TOOL BOX	WATER DIST MAINS	684.85
98442	SNO CO PUBLIC WORKS	ROAD BOND DEBT-CENTRAL ANNEX	STORM DRAINAGE	13,036.63
98443	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	136,795.00
98444	SOUND SAFETY	JEANS-HAYES	GENERAL SERVICES - OVERF	96.64
	SOUND SAFETY	RAINGEAR	ER&R	125.54
	SOUND SAFETY	JEANS-BRYANT	UTIL ADMIN	127.76
	SOUND SAFETY	JEANS AND HEARING PROTECTION-C	PARK & RECREATION FAC	152.38
	SOUND SAFETY	JEANS AND JACKET-PHELPS	PARK & RECREATION FAC	258.80
	SOUND SAFETY	JEANS AND RAIN GEAR-BACKSTROM	PARK & RECREATION FAC	260.10
	SOUND SAFETY	GLOVES	ER&R	377.15
98445	SRV CONSTRUCTION	PAY ESTIMATE #5	GMA - STREET	71,073.85
98446	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	38.28
	STAPLES		COMMUNITY CENTER	79.18
	STAPLES		COMMUNITY DEVELOPMENT-	79.41
	STAPLES		COMMUNITY DEVELOPMENT-	258.00
98447	STICKFORT, DEREK	UB 091444246000 14442 46TH DR	WATER/SEWER OPERATION	71.03
98448	SUNNYSIDE NURSERY	PLANTS	PARK & RECREATION FAC	176.19
	SUNNYSIDE NURSERY		PARK & RECREATION FAC	367.93
98449	SWICK-LAFAVE, JULIE	JAIL SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	32.64
	SWICK-LAFAVE, JULIE		DETENTION & CORRECTION	36.97

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98449	SWICK-LAFAVE, JULIE	JAIL SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	36.97
	SWICK-LAFAVE, JULIE		DETENTION & CORRECTION	253.99
	SWICK-LAFAVE, JULIE		DETENTION & CORRECTION	312.63
98450	TAB PRODUCTS CO	LABELS	MUNICIPAL COURTS	77.37
98451	TAYLOR, MONTOYA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98452	TIERNEY, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.38
98453	TOCCO, LEAH	OFFICE SUPPLIES AND FLOWERS RE	EXECUTIVE ADMIN	102.73
98454	TREACY, AL	REIMBURSE BAR DUES	LEGAL - PROSECUTION	355.00
98455	UNITED PARCEL SERVIC	SHIPPING EXPENSE	GMA - STREET	4.27
	UNITED PARCEL SERVIC		POLICE PATROL	36.31
	UNITED PARCEL SERVIC		UTILITY LOCATING	57.65
	UNITED PARCEL SERVIC		POLICE PATROL	79.83
98456	USA BLUEBOOK	TAGS AND PROBE	WATER DIST MAINS	618.69
98457	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	403.48
98458	VAN DAM'S ABBEY	LAMINATE AND INSTALLATION	ADMIN FACILITIES	310.08
	VAN DAM'S ABBEY		UTIL ADMIN	320.96
98459	VANE, DANYIEL	REFUND CLASS FEES	PARKS-RECREATION	65.00
98460	VARGAS, ESMERALDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98461	VERIZON	WIRELESS CHARGES	SOLID WASTE CUSTOMER EX	23.00
	VERIZON		PURCHASING/CENTRAL STOF	23.00
	VERIZON		ANIMAL CONTROL	26.49
	VERIZON		UTILITY BILLING	46.00
	VERIZON		GOLF ADMINISTRATION	46.00
	VERIZON		CRIME PREVENTION	48.24
	VERIZON		MUNICIPAL COURTS	54.42
	VERIZON		FINANCE-GENL	54.42
	VERIZON		PERSONNEL ADMINISTRATIO	54.42
	VERIZON		YOUTH SERVICES	75.72
	VERIZON		LEGAL-GENL	76.05
	VERIZON		WATER SUPPLY MAINS	80.02
	VERIZON		EQUIPMENT RENTAL	100.42
	VERIZON		OFFICE OPERATIONS	100.96
	VERIZON		LEGAL - PROSECUTION	108.84
	VERIZON		PROPERTY TASK FORCE	108.84
	VERIZON		EXECUTIVE ADMIN	136.26
	VERIZON		ENGR-GENL	146.42
	VERIZON		PARK & RECREATION FAC	146.42
	VERIZON		RECREATION SERVICES	169.42
	VERIZON		SOLID WASTE OPERATIONS	184.00
	VERIZON		DETENTION & CORRECTION	199.68
	VERIZON		COMMUNITY DEVELOPMENT-	224.05
	VERIZON		FACILITY MAINTENANCE	243.35
	VERIZON		STORM DRAINAGE	301.43
	VERIZON		POLICE INVESTIGATION	322.58
	VERIZON		GENERAL SERVICES - OVERH	479.44
	VERIZON		COMPUTER SERVICES	533.40
	VERIZON		POLICE ADMINISTRATION	613.37
	VERIZON		WASTE WATER TREATMENT F	689.96
	VERIZON		UTIL ADMIN	1,137.65
	VERIZON		POLICE PATROL	3,443.69
98462	WA STATE TREASURER	FORFEITURE 4TH QTR 2014	NON-COURT-FINES/FORFEITI	-340.00
	WA STATE TREASURER		DRUG ENFORCEMENT	30.00
	WA STATE TREASURER		DRUG SEIZURE	930.55
98463	WAGWORKS	FLEX PLAN FEES	PERSONNEL ADMINISTRATIO	51.00
98464	WALMART	REFUND CIVIL CONSTRUCTION INSP	COMMUNITY DEVELOPMENT	3,908.75
98465	WARD, JENNIFER	INSTRUCTOR SERVICES	COMMUNITY CENTER	144.00
98466	WASHINGTON STATE UNV	WSA PESTICIDE PRE-LICENSE TRAI	UTIL ADMIN	60.00

**CITY OF MARYSVILLE  
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98466	WASHINGTON STATE UNV	WSA PESTICIDE PRE-LICENSE TRAI	UTIL ADMIN	60.00
	WASHINGTON STATE UNV		UTIL ADMIN	60.00
	WASHINGTON STATE UNV		UTIL ADMIN	60.00
98467	WAUGH, CAROL	UTILITY TAX REBATE	UTIL ADMIN	38.45
	WAUGH, CAROL		NON-DEPARTMENTAL	43.64
	WAUGH, CAROL		UTIL ADMIN	182.26
98468	WELCOME COMMUNICATIO	BATTERY REPLACEMENTS	POLICE PATROL	720.07
98469	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	205.12
98470	WHIDBEY ISLAND BANK	RELEASE RETAINAGE-SRV CONST	GMA-STREET	159.65
98471	WHITTALL, CAROL	UTILITY TAX REBATE	UTIL ADMIN	38.45
	WHITTALL, CAROL		NON-DEPARTMENTAL	38.58
	WHITTALL, CAROL		UTIL ADMIN	143.30
98472	WIULGUS, KRISTINA &	UB 020870000000 5307 85TH PL N	WATER/SEWER OPERATION	25.50
98473	WOMER & ASSOCIATES	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	360.00
98474	WOODS, KYLE	REIMBURSE WADER PURCHASE	ENGR-GENL	427.85
98475	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	40.32
98476	YAKIMA COUNTY DOC	INMATE HOUSING-JAN 2015	DETENTION & CORRECTION	15,124.65
98477	YARGUS, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.21
98478	ZERR, DOROTHY		NON-DEPARTMENTAL	226.61

**WARRANT TOTAL:**

**1,404,444.16**

**REASON FOR VOIDS:**

**UNCLAIMED PROPERTY**  
**INITIATOR ERROR**  
**WRONG VENDOR**  
**CHECK LOST/DAMAGED IN MAIL**

CHECK # 98174	INITIATOR ERROR	(150.00)
CHECK # 98180	INITIATOR ERROR	(74,148.00)

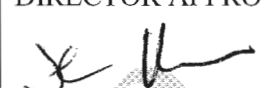
**1,330,146.16**

# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 23, 2015**

AGENDA ITEM: Contract Award: Sunnyside Well Treatment Facility Project	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works / Engineering	
ATTACHMENTS: Certified Bid Tabulation	
BUDGET CODE: 40220594.563000 W1302	AMOUNT: \$ _____

**SUMMARY:**

Marysville presently owns and maintains two municipal wells on its Sunnyside Reservoir property, along 71st Avenue. This project calls for construction of a 6,900 square foot, two-story water treatment plant that will provide for filtration of minor levels of iron and manganese which are currently present within this water source. This is the second project of this nature to be undertaken by the City in the last ten years. As with the “Stillaguamish Water Treatment Plant,” constructed near the Arlington Airport in 2006, the current project represents a key and vital improvement to Marysville’s municipal water system – allowing the City to “perfect” water rights for its own sources of drinking water and thereby become more self-reliant, for years to come.

Bids were received on March 5, 2015, and publicly read aloud for the “Sunnyside Well Treatment Facility Project.” A total of \_\_\_\_\_ ( ) bids were received, ranging from \$ \_\_\_\_\_ to \$ \_\_\_\_\_, including Washington State Sales Tax. By contrast, the Engineer’s Estimate for the Project specified a range from \$4.6 Million to \$4.9 Million

Engineering Staff have checked the references listed for the apparent low, responsive bidder, \_\_\_\_\_, received satisfactory comments, and thereby determined that \_\_\_\_\_ is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ (including Washington State Sales Tax).

Staff also recommends that Council authorize a 5% Management Reserve as noted below, which would allow the City to react quickly and decisively in managing unanticipated changes that may arise during construction.

Contract Bid (Includes Sales Tax):	\$ _____
Management Reserve:	\$ _____
Total Allocation:	\$ _____

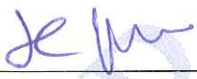
<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the attached contract with _____ in the amount of \$ _____ including Washington State Sales Tax and approve a management reserve of \$ _____, for a total allocation of \$ _____.</p>
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# *Index #6*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE:** April 13, 2015

<b>AGENDA ITEM:</b> Contract Award – State Avenue Corridor Improvements (116 <sup>th</sup> St NE to 136 <sup>th</sup> St NE)	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map	
<b>BUDGET CODE:</b> 30500030.563000, R1404	<b>AMOUNT:</b> \$X

**SUMMARY:**

The State Avenue Corridor Improvements project from 116<sup>th</sup> St NE to 136<sup>th</sup> St NE includes widening from its current three lane section to a five lane section, adding curb, gutter and sidewalk, stormwater improvements, street lighting on the east side and replacing the signal at the intersection of 128<sup>th</sup> St NE. The project is funded in part by the Transportation Improvement Board (TIB).

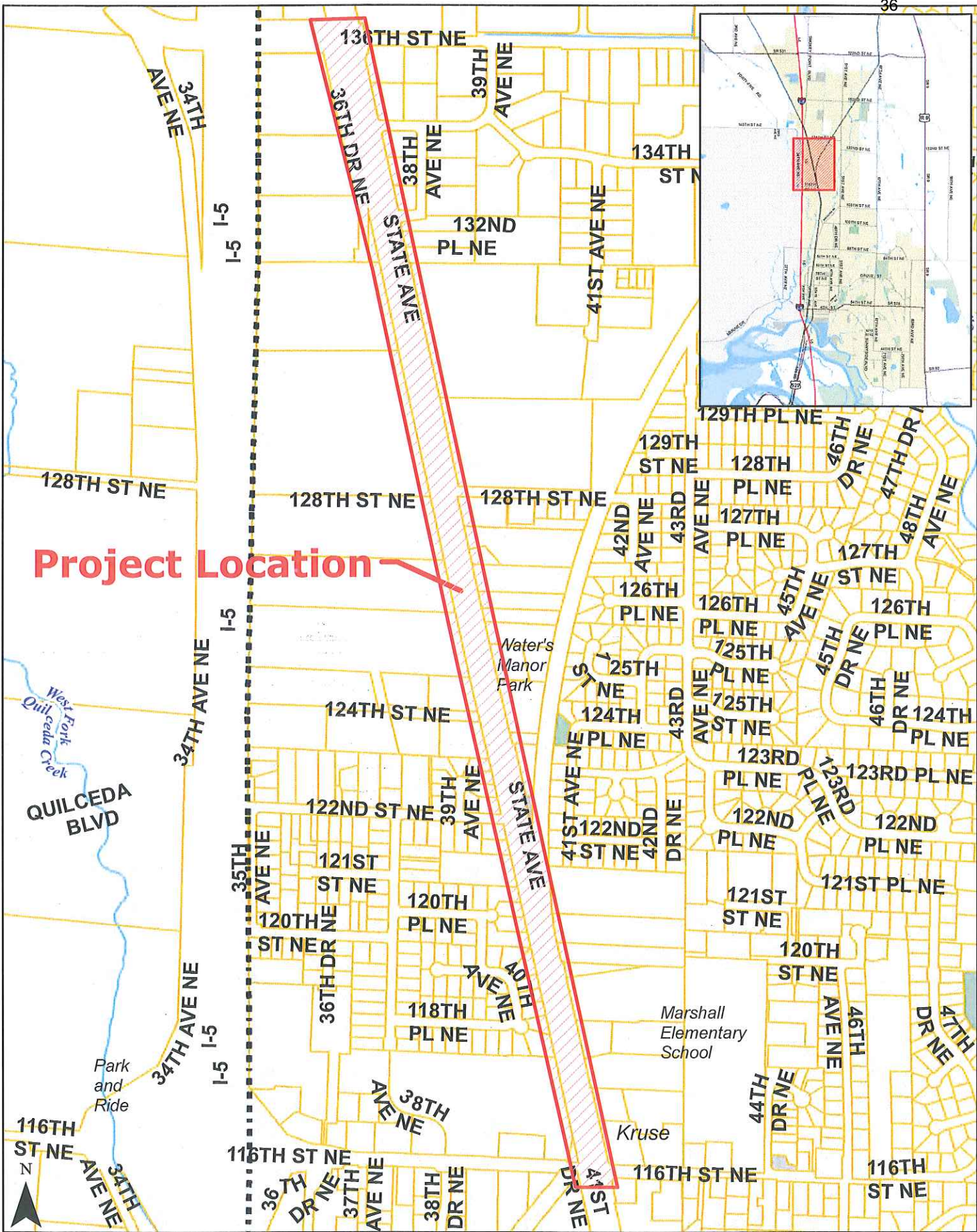
The project was advertised for a March 19, 2015 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X at \$X. The engineer's estimate was \$X. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$X
<u>Management Reserve:</u>	<u>\$X</u>
Construction Total:	\$X
<u>TIB (Construction)</u>	<u>\$X</u>
Total Cost to City:	\$X

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the State Avenue Corridor Improvements (116<sup>th</sup> St NE to 136<sup>th</sup> St NE) contract with X in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.





**Project Location**



# Location Map

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSES, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATIVE OR MERCHANT IS MAKING OR ENDORSING THE ACCURACY, CORRECTNESS, COMPLETENESS OR QUALITY OF DATA DERIVED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE, INTERPRETATION, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.



# *Index #7*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 23, 2015**

<b>AGENDA ITEM:</b> Agreement Between the City of Marysville and the Sno-Isle Intercounty Rural Library District for Transfer of the Marysville Library Building	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer  <b>DEPARTMENT:</b> Executive	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Proposed Agreement for Transfer of Marysville Library to Sno-Isle	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**Summary:**

The City of Marysville annexed to and became part of Sno-Isle Intercounty Rural Library District in 1991. Sno-Isle collects taxes and provides library services to the residents of Marysville and surrounding residents of the District. As a component of the original agreement to annex to Sno-Isle in 1991, the City agreed to construct a new facility to be operated by Sno-Isle for library services. The property and facility were wholly purchased and financed by the City. The City completed payoff of the building approximately two years ago. The City continues to maintain, repair and rehabilitate the interior and exterior of the Marysville Library, including such items as: carpet and wall repair and/or replacement; parking lot and landscaped grounds maintenance; property insurance; repair and maintenance of plumbing, electrical, heating, cooling, waste water, and other mechanical systems.

The City approached Sno-Isle to determine whether it was appropriate at this time to transfer the facility to Sno-Isle's care, since other library buildings within the District are maintained by Sno-Isle. The City proposed transfer of the building and property to Sno-Isle for its future use, care and maintenance for library services. Sno-Isle reviewed the proposal, inspected the building and upon the City's completion of identified maintenance items stemming from the inspection has agreed to accept transfer of the Library to Sno-Isle.

The City will continue to work closely with Sno-Isle as an area partner. Sno-Isle will continue to maintain the Marysville Library Board, as its goals for community participation and feedback remain constant.

<b>RECOMMENDED ACTION:</b> Approve Agreement for Transfer of the Marysville Library to Sno-Isle.
<b>COUNCIL ACTION:</b>

Sno-Isle Library Services Center  
 Attn: Library Director  
 7312 – 35<sup>th</sup> Avenue NE  
 Marysville, WA 98271

Please print or type information

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p style="text-align: center;">Agreement Between the City of Marysville and the Sno-Isle Intercounty Rural Library District for Transfer of the Marysville Library Building</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p style="text-align: center;">City of Marysville</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p style="text-align: center;">Sno-Isle Intercounty Rural Library District</p>
<p><b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p style="text-align: center;">Ptn NW¼ NE¼ 27-30-5, Snohomish County, WA</p> <p>Additional legal is on page <u>11</u> of document.</p>
<p><b>Reference Number(s) of Documents assigned or released:</b></p> <p style="text-align: center;">N/A</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p style="text-align: center;">300527-001-049-00</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

**AGREEMENT BETWEEN  
THE CITY OF MARYSVILLE AND THE SNO-ISLE INTERCOUNTY RURAL  
LIBRARY DISTRICT FOR TRANSFER OF THE MARYSVILLE LIBRARY  
BUILDING**

THIS AGREEMENT is entered into between the City of Marysville, a Washington optional municipal code city (hereinafter “the City”) and Sno-Isle Intercounty Rural Library District, an Intercounty Rural Library District (hereinafter “Sno-Isle”) for the purpose set forth below.

**WHEREAS**, the City and Sno-Isle were parties to an Interlocal Library Annexation Agreement dated July 1, 1991 (“Annexation Agreement”), which provided for the submission to the voters of the City of a ballot proposition for annexation of the City to Sno-Isle, and continuation of services pursuant to a Contract For Library Service entered into October 23, 1967; and

**WHEREAS**, pursuant to Marysville Ordinance 1842 a proposition to annex the City to the Library District was submitted to the voters on September 17, 1991 and was approved; and

**WHEREAS**, pursuant to Marysville Ordinance 1857 a ballot proposition was submitted to the voters on November 5, 1991 for the issuance of General Obligation Bonds in an amount of \$3,700,000 to acquire a site for, construct, furnish and equip a new library in Marysville and said proposition was approved by the voters; and

**WHEREAS**, pursuant to that election and City of Marysville Ordinance No. 1857, the City issued \$3,700,000 in general obligation bonds and constructed a public library building on property located at 6120 Grove Avenue in the City of Marysville and more particularly described on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full (hereinafter “the Marysville Library”); and

The General Obligation Bonds were issued in 1992 with a 20 year maturity and have been fully paid and retired; and

**WHEREAS**, the City annexed to and became a part of Sno-Isle in 1991 and Sno-Isle currently provides library services to all residents of the City in the Marysville Library in the same manner as it provides services to all other residents of Sno-Isle; and

**WHEREAS**, included within said responsibilities of the City are the ongoing responsibilities to maintain, repair and rehabilitate the interior and exterior of the Marysville Library, including such items as: carpet and wall repair and/or replacement; parking lot and landscaped grounds maintenance; property insurance; repair and maintenance of plumbing, electrical, heating, cooling, waste water, and other mechanical systems; and

**WHEREAS**, included within the responsibilities of Sno-Isle pursuant to said Annexation Agreement, is the responsibility to provide all library services, including acquisition and maintenance of library collections and materials; staff to operate the facility as a library; tools and equipment necessary to operate the library, including, but not limited to, computers, office equipment, etc.; and custodial maintenance of the interior of the facility, including custodial supplies; and

**WHEREAS**, Sno-Isle and the City agree that it is appropriate for the City to transfer the Marysville Library to Sno-Isle upon certain terms and conditions as hereinafter set forth, now, therefore,

**IN CONSIDERATION OF** the terms and conditions set forth below, the City and Sno-Isle agree as follows:

1. **City to Transfer Marysville Library to Sno-Isle**. The City hereby agrees to transfer to Sno-Isle and Sno-Isle agrees to accept from the City, the Marysville Library located at 6120 Grove Avenue, Marysville, Washington, as legally described on Exhibit A, including all land, buildings, fixtures, furniture,

artwork (other than the police/firefighter memorial sculpture at the entryway), and improvements. The transfer shall be by quitclaim deed, and such deed shall transfer all right, title and interest of the City in the Marysville Library to Sno-Isle. The City agrees that no additions or modifications to improvements on the subject property shall be made prior to transfer without the express written approval of Sno-Isle.

2. **Consideration.** Upon acceptance and recording of the deed, Sno-Isle shall assume the responsibility to maintain, repair, rehabilitate, replace, or expand the Marysville Library and shall continue to provide all library services as required under the provisions of said Annexation Agreement for so long as the City remains annexed to Sno-Isle, which library services shall be provided in the Marysville Library facility; provided in the event Sno-Isle determines in its reasonable discretion, said facility is no longer suitable or efficient for the provision of said library services, Sno-Isle shall acquire an alternative facility within the corporate boundaries of the City from which to provide comparable library services.

Sno-Isle shall use the Marysville Library solely for public library purposes and for other public purposes that Sno-Isle deems appropriate for public library facilities; provided, however, in the event Sno-Isle acquires property and secures construction financing for an alternate facility within the corporate boundaries of the City from which to provide comparable library services, the use and right of Sno-Isle to sell, lease, transfer, and/or otherwise alienate the subject Marysville Library property or any interest therein shall be unrestrained and unencumbered by any provisions in this Agreement or the Quit Claim Deed by which the Marysville Library property is conveyed to Sno-Isle. Sno-Isle will provide 120 days advance written notice to the City of its intent to sell, lease, transfer and/or otherwise alienate the Marysville Library property and identify the alternate comparable library facility and services that will be provided within the corporate boundaries under the terms of this

agreement. This provision shall survive the transfer of the Marysville Library property and the closing of the transaction contemplated in this Agreement.

Upon transfer of the property, Sno-Isle shall, at its sole cost, secure and cause to be in effect, insurance or other suitable coverage for the Marysville Library equal to 100% of the replacement value for fire, other perils, earthquake, and flood damage or loss. Sno-Isle shall provide City with satisfactory evidence that such coverage is in effect.

3. **Condition of Marysville Library.** As the user in possession of the Marysville Library, Sno-Isle's knowledge of the condition of the Marysville Library is coextensive with the City, Sno-Isle and City hereby agree that, as of the transfer date, City has and will have fully discharged its obligations under said Annexation Agreement with respect to the Marysville Library. Except as provided herein, the City has not made, and does not make, any representations, warranties, promises, covenants, agreements, or guaranties of any kind whatsoever, whether express or implied, oral or written, relating to the Marysville Library except that it has no knowledge of any material defects therein nor of any hazardous or toxic materials on the property. Sno-Isle acknowledges that Sno-Isle has no knowledge of any material defects therein nor of any hazardous or toxic materials on the property and has not relied on any representations or warranties of any kind of the City or any agent of the City relating to the Marysville Library except as expressly set forth herein. Except as set forth herein, the City is not liable or bound in any manner by oral or written statements, representations or information pertaining to the Marysville Library, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Sno-Isle further acknowledges and agrees that to the maximum extent permitted by law, the transfer of the Marysville Library as provided for herein is made on an **"AS IS"**, **"WHERE IS"** condition and basis with all unknown faults and defects, and that the City has no obligation to make repairs, replacements or improvements with

respect thereto. Any information relating to the Marysville Library furnished to Sno-Isle by the City is furnished on the express condition that Sno-Isle shall make an independent verification of the accuracy of such information, all of which is furnished without warranty.

4. **Title**. The City shall convey fee title by quitclaim deed. The form of deed to be used is attached to this Agreement as Exhibit B and incorporated herein by this reference as if set forth in full. Sno-Isle shall obtain and pay for an Owner's Policy of Title Insurance showing marketable title. The City and Sno-Isle authorize the party hereinafter designated as Closing Agent to apply for a preliminary commitment for an ALTA standard coverage form of Owner's policy of title insurance to be issued by a Title Insurance Company selected by Sno-Isle. The City shall convey title subject to any and all existing liens and encumbrances and shall not be obligated to clear any such liens or encumbrances from title in connection with this transaction. Sno-Isle shall have a period of fifteen (15) days after issuance of the preliminary commitment in order to determine whether to accept title subject to any and all encumbrances or to not accept such title and terminate this Agreement. If Sno-Isle elects to accept title, the Closing Agent shall proceed to close the transfer.

5. **Escrow and Closing**.

**A. Closing Agent – Date of Closing.** Escrow shall be opened with the law firm of Weed, Graafstra and Benson, Inc., P.S., and shall be referred to in this Agreement as the "Closing Agent". With the understanding that time is of the essence of this Agreement, this transaction shall be closed on or before forty-five (45) days after this Agreement is executed. In the event that this transaction (transfer and conveyance of the Marysville Library property) cannot be closed by the date provided herein due to the inability of either party, the Closing Agent, title insurance company, or financing institution to sign any necessary document, or to deposit any necessary money, because of any



interruption of error or other available transport; strikes, fire, flood or extreme weather; governmental regulation; incapacitating illness; acts of God; or other similar occurrences; the closing date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the closing date provided herein without written agreement of the parties.

**B. Expenses of Escrow.** Title insurance premiums and all other costs or expenses of escrow and recording shall be paid by Sno-Isle, including but not limited to the following:

- i. The full cost of securing the title insurance policy, if any, for Sno-Isle;
- ii. The cost of recording the Deed to Sno-Isle;
- iii. The cost of excise taxes, if any, necessary to record the Deed to Sno-Isle; and
- iv. Any and all other expenses of escrow and recording not expressly mentioned above.

**C. Closing Defined.** Closing, for the purpose of this Agreement, is defined as the date that all documents are executed and all funds necessary to pay the expenses of escrow and recording fees have been paid by Sno-Isle. When notified, Sno-Isle and the City will deposit, without delay, in escrow with the Closing Agent, all instruments and monies required to complete the transaction in accordance with this Agreement.

6. **Interlocal Library Annexation Agreement.** Upon closing of this transaction and recording of the deed from the City to Sno-Isle, the requirements of the City to own, maintain, repair, and rehabilitate the Marysville Library, as established by the Interlocal Library Annexation Agreement shall be terminated and of no further effect.

7. **Maintenance and Repair.** Upon closing of this transaction and recording of the deed from the City to Sno-Isle, Sno-Isle shall assume all responsibility for the maintenance and repair of the Marysville Library.

8. **Paintings & Sculptures.** The City shall retain ownership of the exterior police /firefighter memorial sculpture. All other paintings, sculptures and artwork on the property of the Marysville Library as of the Closing Date shall be transferred to Sno-Isle. The police /firefighter sculpture, may remain on the library property but may, in the sole discretion of the City, be removed at a later date.

9. **Costs.** Except as expressly provided herein, each party shall bear its own costs associated with its activities and obligations under this Agreement.

10. **Contingent Option to Reacquire.** Should the City de-annex from the Sno-Isle Intercounty Rural Library District on or before December 31, 2035, then in that event, the City shall have the option to reacquire all of the real property interests then held by Sno-Isle, if any, in and to the subject property, upon not less than 180 day's prior written notice, to be effective no sooner than the effective date of such de-annexation, and upon payment by the City to Sno-Isle of the amount of documented unamortized costs, if any, of improvements made to said property by Sno-Isle, which costs shall be amortized over periods of twenty (20) years from the dates of payment thereof by Sno-Isle. .

11. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

12. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

**13. Severability.** Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

**14. Jurisdiction – Venue.** In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to exclusive jurisdiction in the Snohomish County Superior Court of the State of Washington and agree that venue shall lie exclusively at Everett, Washington.

**15. Attorney's Fees.** In the event that either party brings suit against the other in order to enforce the terms of this Agreement or to redress any breach thereof, the prevailing party in any such suit shall be entitled to recover its costs, expert witness fees, and reasonable attorney's fees, including fees and costs incurred in connection with any appeal.

**16. Waiver.** Except as otherwise expressly provided herein, no waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver. No waiver of any right arising from any breach or failure to comply with any provision of this agreement shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

**17. Notices.** All notices required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized courier or by electronic mail or facsimile transmission and shall be deemed given when so delivered, received, or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests to any party shall be sent to all other parties as follows:

City of Marysville: Chief Administrative Officer  
 City of Marysville  
 1049 State Avenue  
 Marysville, WA 98270

Sno-Isle Intercounty Rural Executive Director  
 Library District: Sno-Isle Libraries Service Center  
 7312 – 35<sup>th</sup> Avenue NE  
 Marysville, WA 98271

**18. Survival – Binding Effect.** With the exception of paragraph 5, all provisions of this Agreement shall survive closing. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

**19. Time is of the Essence.** Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

**20. Authority.** The City is an optional municipal code city organized under Title 35A of the Revised Code of Washington. Sno-Isle is an inter-county rural library district organized under Title 27 of the Revised Code of Washington. By executing this Agreement, the parties each represent that they have authority to enter into this Agreement under such titles and under Title 39.34 of the Revised Code of Washington.

**21. Filing.** Pursuant to RCW 39.34.040, a copy of this Agreement shall be filed with the Snohomish County Auditor. All costs of such recording shall be paid by Sno-Isle.

DATED as of the last signature set forth below.

**CITY OF MARYSVILLE**

**SNO-ISLE INTERCOUNTY RURAL  
LIBRARY DISTRICT**

\_\_\_\_\_  
Jon Nehring, Mayor

\_\_\_\_\_  
Jonalyn Woolf-Ivory,  
Executive Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:**

\_\_\_\_\_  
City Attorney

## EXHIBIT A

All that portion of the northeast quarter of the northwest quarter of the northeast quarter of Section 27, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the northwest corner of said northeast quarter; thence south 84°26'06" east along the north line thereof 652.45 feet to the northwest corner of said northeast quarter of the northwest quarter of the northeast quarter; thence south 04°48'04" west along the west line thereof 37.81 feet to the sough margin of Armar Road, and the true point of beginning; thence south 84°46'36" east along said margin 317.38 feet; thence south 04°49'34" west 218.00 feet; thence south 84°46'36" east 253.55 feet to the center line of Munson Creek; thence southwesterly along said center line to its intersection with the east line of the west half of said northeast quarter of the northwest quarter of the northeast quarter; thence south 04°47'25" west 67.11 feet to the southeast corner thereof; thence north 84°19'47" west 326.35 feet to the southwest corner thereof; thence north 04°48'04" east 613.55 feet to the true point of beginning.

Being a portion of Lots 1 and 2 of Snohomish County Short Plat Number 254 (10-75) found under Recording Number 2412950, in Snohomish County, Washington.

(ALSO KNOWN AS Parcel 1 of Boundary Line Adjustment BLA 93-008 recorded under Recording Number 9305260609.)

Situate in the County of Snohomish, State of Washington.

SUBJECT TO:

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN SHORT PLAT, INCLUDING PROVISIONS FOR MAINTENANCE OF THE PRIVATE ROADS, COPY ATTACHED:

RECORDED: November 10, 1973  
RECORDING NUMBER: 2412950

BOUNDARY LINE ADJUSTMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: May 26, 1993  
RECORDING NUMBER: 9305260609

Any question that may arise due to shifting and changing in course of Munson Creek.

Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.

Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

Liability for further assessment by Public Utility District No. 1 of Snohomish County, as reflected by instrument recorded under Recording Number 8201130052.

**EXHIBIT B**  
**QUIT CLAIM DEED**

**See attached**

**After Recording Return to:**

Sno-Isle Library Services Center  
 Attn: Library Director  
 7312 – 35<sup>th</sup> Avenue NE  
 Marysville, WA 98271

**QUIT CLAIM DEED**

Grantor: CITY OF MARYSVILLE

Grantee: SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

Legal Description: Ptn NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> 27-30-5, Snohomish County, WA Add'l on p. 3

Tax Parcel ID#: 300527-001-049-00

THE GRANTOR, CITY OF MARYSVILLE, a municipal corporation of the State of Washington, for and in consideration of fulfillment of the agreement between the parties and mutual benefits, conveys and quit claims to SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, an Intercounty Rural Library District, GRANTEE, the following-described real estate, situated in the County of Snohomish, State of Washington, including any interest therein which Grantor may hereafter acquire:

See **EXHIBIT A** attached hereto  
 and incorporated herein by this reference



hereinafter referred to as the "Property"

Grantor hereby reserves a Contingent Option to Reacquire said property as provided in that certain Agreement between Grantor and Grantee, filed with the Auditor of Snohomish County, Washington under Number \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

## EXHIBIT A

## Page 1

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Commencing at the northwest corner of said northeast quarter;  
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thence south  $04^{\circ}48'04''$  west along the west line thereof 37.81 feet to the south margin of Armar Road, and the true point of beginning;  
thence south  $84^{\circ}46'36''$  east along said margin 317.38 feet;  
thence south  $04^{\circ}49'34''$  west 218.00 feet;  
thence south  $84^{\circ}46'36''$  east 253.55 feet to the center line of Munson Creek;  
thence southwesterly along said center line to its intersection with the east line of the west half of said northeast quarter of the northwest quarter of the northeast quarter;  
thence south  $04^{\circ}47'25''$  west 67.11 feet to the southeast corner thereof;  
thence north  $84^{\circ}19'47''$  west 326.35 feet to the southwest corner thereof;  
thence north  $04^{\circ}48'04''$  east 613.55 feet to the true point of beginning.

Being a portion of Lots 1 and 2 of Snohomish County Short Plat Number 254 (10-75) found under Recording Number 2412950, in Snohomish County, Washington.

(ALSO KNOWN AS Parcel 1 of Boundary Line Adjustment BLA 93-008 recorded under Recording Number 9305260609.)

Situate in the County of Snohomish, State of Washington.

**EXHIBIT A**

Page 2

**SUBJECT TO:**

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN SHORT PLAT, INCLUDING PROVISIONS FOR MAINTENANCE OF THE PRIVATE ROADS, COPY ATTACHED:

RECORDED: November 10, 1973  
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BOUNDARY LINE ADJUSTMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: May 26, 1993  
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Any question that may arise due to shifting and changing in course of Munson Creek.

Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.

Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

Liability for further assessment by Public Utility District No. 1 of Snohomish County, as reflected by instrument recorded under Recording Number 8201130052.

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 03/23/15**

<b>AGENDA ITEM:</b> PSA Supplement No. 2, North Marysville Regional Pond #2 Project	
<b>PREPARED BY:</b> John A. Cowling	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> PSA Supplement	
<b>BUDGET CODE:</b> 40250594.563000.D0401	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

On June 11, 2012, the City entered into a Professional Services Agreement with Osborn Consulting, Inc. – to provide the City with consultant services for design and construction support for the North Marysville Regional Pond #2 Project. The majority of pond construction was completed in 2014 with the exception of the bare root plantings that were recommended to be planted in spring.

The enclosed Supplement No. 2 provides for a no-cost extension of the Agreement end date to June 30, 2015 – in order to provide time for additional consultant support during project completion.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the enclosed Supplement No. 2 to the City's Professional Services Agreement with Osborn Consulting, Inc., extending the agreement end date to June 30, 2015

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE**

This Supplemental Agreement No. 2 is made and entered into on the 30 day of January, 2015, between the City of Marysville, hereinafter called the "City" and **Osborn Consulting, Inc.**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for design of the **North Marysville Regional Pond #2 Project**, hereinafter called the "Project," said Agreement being dated June 11, 2012; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a **no cost time extension** for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated June 11, 2012, shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight **June 30, 2015**.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

OSBORN CONSULTING, INC.

By: \_\_\_\_\_  
Mayor

By: Tanelle Osborn  
Its President

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney


# *Index #9*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 03/23/15**

<b>AGENDA ITEM:</b> PSA Supplement No. 1, BNSF Railroad Grade Separation Study	
<b>PREPARED BY:</b> John A. Cowling	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> PSA Supplement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

On June 23, 2014, the City entered into a Professional Services Agreement with BergerABAM Engineers – to provide the City with comprehensive feasibility study of grade separation possibilities with the City’s surface streets and the BNSF railroad mainline.

The enclosed Supplement No. 1 provides for a no-cost extension of the Agreement end date to June 30, 2015 – in order to provide time for BergerABAM to finalize the study currently in draft form.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the enclosed Supplement No. 1 to the City’s Professional Services Agreement with BergerABAM, extending the agreement end date to June 30, 2015

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE**

This Supplemental Agreement No. 1 is made and entered into on the 11 day of December, 2014, between the City of Marysville, hereinafter called the "City" and **BergerABAM**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for **City of Marysville BNSF Railroad Grade Separation Study**, hereinafter called the "Project," said Agreement being dated June 23, 2014; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a **no cost time extension** for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated June 23, 2014, shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight **June 30, 2015**.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

BergerABAM

By: \_\_\_\_\_  
Mayor

By: *Paul Hammer*  
Its VICE PRESIDENT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:


\_\_\_\_\_  
City Attorney

# *Index #10*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: March 23, 2015**

<b>AGENDA ITEM:</b> Sunnyside Well Treatment Facility Project — Supplemental Professional Services Agreement with Murray, Smith & Associates for Professional Engineering Services	
<b>PREPARED BY:</b> Patrick Gruenhagen, Project Manager  <b>DEPARTMENT:</b> Engineering	<b>DIRECTOR APPROVAL:</b>  
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>Professional Services Agreement Supplement No. 4</li> </ul>	
<b>BUDGET CODE:</b> 40220594.563000 W1302	<b>AMOUNT:</b> \$210,529.00

**SUMMARY:**

The City contracted with Murray, Smith & Associates (MSA) in the spring of 2013 to assist with design and permitting for the Sunnyside Well Treatment Facility Project. Since that time, significant progress has been made, and the project is on track for construction to begin within a matter of weeks.

Given the technically complex nature of this project, staff recognizes the importance of maintaining active dialogue with the design consultant during the course of construction. Accordingly, Supplement No. 4 to the City's existing agreement with MSA, as attached, establishes the framework to allow for the consultant team's ongoing support and general assistance during the construction phase of the project. Specific elements of MSA's anticipated role during construction include assistance in responding to contractor requests for information ("RFI's"), review of technical submittals and shop drawings, and preparation of supporting materials (design/plan revisions, pricing information) for contract change orders.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign and execute Professional Services Agreement Supplement No. 4 in the amount of \$210,529.00 with Murray, Smith &amp; Associates, Inc.</p>
--

**SUPPLEMENTAL AGREEMENT NO. 4  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF MARYSVILLE  
AND  
MURRAY, SMITH & ASSOCIATES, INC.**

This Supplemental Agreement No. 4 is made and entered into on the \_\_\_\_ day of March, 2015, between the City of Marysville, hereinafter called the "City" and Murray, Smith & Associates, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Sunnyside Well Filtration Project, hereinafter called the "Project," said Agreement being dated April 8, 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for **consultant support services during the construction phase of the City's Sunnyside Well Treatment Facility Project**, and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated April 8, 2013 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A4, attached hereto and by this reference made part of this Supplemental Agreement No. 4.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$210,529.00 and shall read as follows: "....shall total payment under this agreement exceed \$906,193.00."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$353,338.00
Supplemental Agreement No.1	\$258,833.00
Supplemental Agreement No.2	\$36,192.00
Supplemental Agreement No.3	\$47,301.00
Supplemental Agreement No.4	<u>\$210,529.00</u>
<b>Grand Total</b>	<b>\$906,193.00</b>


3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight July 14, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 4 as of the day and year first above written.

CITY OF MARYSVILLE

MURRAY, SMITH & ASSOCIATES

By: \_\_\_\_\_  
Jon Nehring, Mayor

By:  \_\_\_\_\_  
Its OFFICE MANAGER NATHAN HARDY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jon Walker, City Attorney



**EXHIBIT A-4  
SCOPE OF WORK  
ON-CALL ENGINEERING SERVICES DURING CONSTRUCTION  
FOR  
SUNNYSIDE WELLS TREATMENT FACILITIES PROJECT  
CITY OF MARYSVILLE, WA**

**BACKGROUND**

Murray, Smith & Associates, Inc. (MSA) has developed the following scope of work and accompanying fee estimate to provide on-call engineering services during construction of the City of Marysville Sunnyside Well Treatment Facility project to support the City in its role as the lead for all construction administration, management and inspection services. The services to be provided by MSA and the associated level of effort shown in the engineering fee estimate reflects a supporting role by MSA during construction of the project. Services will be provided on an as-needed basis as requested by the City. MSA's work includes the following tasks:

- Task 1 – On-call Services During Construction
- Task 2 – Short Circuit and Arc Flash Study

**ASSUMPTIONS**

- The City, in taking on the role as lead for all construction administration, management and inspection activities during construction of the project, will document all activities for every day of construction and, upon completion of the project, will prepare, sign and stamp the Department of Health Construction Completion Report form.
- The construction schedule, from contractor notice to proceed through substantial completion, is approximately twelve (12) months.

**CITY RESPONSIBILITIES**

- The City will take the lead for all construction administration, management and inspection services, including providing full-time onsite inspection, construction observation, and communicating with the construction contractor, as described in more detail below under MSA's tasks.
- The City will be the primary contact for the Contractor on all construction-related issues and tasks.
- The City will initiate all work of MSA and provide direction to MSA with respect to involvement in project meetings, submittal reviews, issuing clarifications, and all other work tasks identified below under MSA Responsibilities and associated tasks.



- The City will provide a single copy of complete and fully-coordinated construction markups (red-lines) and as-built data for production of record drawings.

## **MSA RESPONSIBILITIES**

- MSA will provide part-time, on-call services during construction for the tasks described below at the request of the City.
- MSA will track and provide the City with regular updates as to the status of its budget as well as actual and forecasted “burn rate.” MSA will provide advance notification to the City in writing or via e-mail if the level of effort required to respond to work requests by the City is expected to exceed the level of effort outlined in this scope of work and the engineering fee estimate. MSA will proactively coordinate with the City to explore means of mitigating for and avoiding potential budgetary shortfalls.

### **Task 1 – On-call Services During Construction**

MSA will provide on-call engineering services on a time and expense basis to support the City during construction of the project. The amount of time and effort that may be required to fulfill the obligations of this scope of work is subject to factors beyond the control of MSA and the City. The projected level of effort contemplated herein and included in the engineering fee estimate therefore represents an “estimate” in the truest sense – based upon the collective past experience of the MSA and the City. MSA and design team subconsultants will assist the City during construction with the following services on an as-needed basis and as requested by the City:

#### ***1.1 – Correspondence and Communication with the City***

MSA’s Project Manager will serve as the primary consultant team point of contact and will be the City’s main point of contact concerning work requests, project issues, schedule, and work products. Electronic records of project decisions will be maintained. The fee estimate for this subtask is based on four (4) hours per month on average throughout the estimated construction duration of twelve (12) months.

#### ***1.2 – Staff, Subconsultant, and Budget Management***

MSA’s Project Manager will manage project staff and subconsultants to ensure compliance with project schedule and budget as well as scheduled deliverables. This management work will involve updating the project work plan and establishing team resource allocation using MSA accounting and management software. Monthly invoicing and budget monitoring reports will be prepared under this subtask. MSA’s Project Manager will also coordinate subconsultant activities and work products.

### ***1.3 – Conformed Drawings and Specifications***

Prepare conformed drawings and specifications based on any addenda issued during the bid phase. Provide the City one (1) electronic submittal of conformed drawings and specifications in AutoCAD and PDF format.

### ***1.4 - Preconstruction Conference Support***

MSA and subconsultant Casne Engineering will attend a preconstruction conference. The City will lead the preconstruction conference, MSA will prepare a written conference summary and City will distribute the summary to all conference attendees.

### ***1.5 - Application for Payments Assistance***

The City will be responsible for review and processing of all payment requests. At the City's request, MSA will review the contractor's monthly requests for progress payments and recommend the appropriate amount to the City for payment to the contractor. Payment recommendations, (approximately twelve (12) Pay Applications anticipated), will be based upon the City-approved breakdown of the contractor's lump sum contract amount and the percentage complete of unit price items.

### ***1.6 - Construction Meetings and Site Visits***

The City will take the lead planning and conducting construction meetings at the project site on a regular basis, approximately once per week. At the City's request, MSA will attend some of the construction meetings on the project site with the City staff and contractor. The fee estimate for this subtask is based on MSA attending up to three (3) meetings per month for three months and one (1) meeting per month for the remaining nine (9) months of construction (up to eighteen (18) meetings/visits total), subconsultant Casne Engineering attending meetings at key project milestones (up to four (4) meetings), and CG Engineering attending up to one (1) construction meeting. Meeting or site visit duration is estimated to not exceed two (2) hours of on-site time.

### ***1.7 - Submittal Review***

At the City's request, MSA will review construction submittals and shop drawings for conformance with project documents. The fee estimate for this subtask is based on MSA reviewing up to one hundred and fifty (150) total submittals, which may include technical submittals, administrative submittals and shop drawings. The City will be responsible for maintaining an up to date submittal log.

### ***1.8 - Clarifications and Changes***

At the City's request, MSA will assist with issuing clarifications to the construction contractor and producing design changes if necessary. The fee estimate for this subtask is based on MSA drafting up to fifty (50) total responses to requests for information/clarification for the City to review and distribute to the Contractor.

### ***1.9 - Change Order Requests***

The City will take the lead reviewing and processing all change order requests. At the City's request, MSA will provide services to assist the City with change orders. These services may include preparation of change order proposal description and justification documentation, assistance with negotiation of the change with the contractor, making recommendations to the City regarding any change orders, and processing the formal change order documents. The fee estimate for this subtask is based on MSA assisting the City with up to five (5) change order requests.

#### **1.10 – Structural Engineer Observations**

The City will coordinate and retain the services of an independent testing laboratory to perform the majority of special inspection services identified in the City Building and Land Use Disturbance permits. Some of the special inspections required by the City and code (IBC) will be required to be observed by the design structural engineer, CG Engineering. The fee estimate for this subtask is based on CG Engineering conducting up to four (4) on-site observations and preparing reports documenting their observations and recommendations.

#### **1.11 – Onsite Geotechnical Engineering Support**

Associated Earth Sciences, Inc. (AESI) will be available to conduct site visits to observe subsurface conditions and construction of the building and structure foundation systems on an as-needed basis. The fee estimate for this subtask is based on AESI conducting up to one (1) on-site observations and preparing reports documenting their observations and recommendations.

#### **1.12 - Testing, Startup, and Training**

The City will take the lead coordinating with the contractor and preparing for testing and startup of the facilities. At the City's request, MSA will observe and provide technical assistance during functional testing and startup of the water treatment plant facilities, assist the City during training sessions with factory representatives, and verify the spare parts inventory with City staff. The fee estimate for this subtask is based on MSA and Casne Engineering each involved in up to two (2) full-days of startup, testing and training support.

#### **1.13 - Substantial Completion/Punch List**

The City will take the lead preparing the "punch list" and issuing the notice of substantial completion. At the City's request, the MSA design team will assist the City with the walk-through of the completed project, assist with preparation of a "punch list" of work items remaining to achieve substantial completion, and assist with preparing the notice of substantial completion. The fee estimate for this subtask is based on the MSA design team participating in one (1) substantial completion milestone.

#### **1.14 - Final Completion**

The City will take the lead for all final completion tasks. At the City's request, MSA will participate in a final walk-through to assist the City in determining if the completed work of Contractor is acceptable so that the City may issue final payment to the Contractor.

The City will coordinate with the Contractor in order to provide all necessary project certifications, drawings, and any other required information to the Department of Ecology,

Department of Health, City and any other permitting authority regarding completion of the work in accordance with approved permits for the project.

### **1.15 - Operation and Maintenance Manuals**

The City will take the lead coordinating with the Contractor and reviewing the operation and maintenance (O&M) manual prepared by the Contractor. At the City's request, MSA will review the completed O&M manual and provide comments. The manual should include the manufacturers' literature identifying installation, operation, maintenance, handling, storage, assembly and other pertinent equipment information for all equipment, systems, subsystems, appliances, materials, finishes and other material furnished and/or installed on the project.

At the City's request, MSA will prepare a brief narrative of the overall facility's operations and provide documentation of the basis of design and its parameters. The document will also define the operating conditions and general maintenance items associated with the station.

### **1.16 - Record Drawings**

Prepare record drawings based on information provided by Contractor and City's Project Representative.

#### **Deliverables:**

1. Conformed Drawings and Specifications as follows:
  - 1 electronic copy of the drawings (PDF and AutoCAD)
  - 1 electronic copy of the specifications (PDF)
2. Responses to submittals, clarifications, changes as requested by the City in electronic format (PDF and/or AutoCAD).
3. Observation reports for site visits by MSA, Casne Engineering, or CG Engineering in electronic format (PDF).
4. Operation and maintenance manual review comments and submission of a draft and final operation and maintenance narrative prepared by MSA. Deliverables are as follows:
  - 1 electronic copy of the manuals (PDF)
5. Record Drawings as follows:
  - 1 electronic copy of the drawings (PDF)

## **Task 2 – Short Circuit and Arc Flash Study**

MSA's subconsultant, Casne Engineering, will prepare a Short Circuit and Arch Flash Study for the Sunnyside Wells Treatment Facility, following construction.

### **2.1 – Short Circuit and Arc Flash Study**

Casne Engineering will complete the following tasks:

1. Submittal review of all new electrical equipment and field investigation to collect information from existing breakers, cabling and electrical equipment.
2. Contact Utility Company for Transformer data, feeder sizes and lengths and short circuit data.

3. Utilize industry standard software to model the electrical system, perform a short circuit analysis, protective device evaluation, selective coordination and an Arc Flash Study. We will use the IEEE 1584 method of calculations.

City staff will provide the following:

1. Provide access to and open power panels, starters, junction boxes, etc

**Deliverables:**

1. Provide the results of the study for the treatment facility system one line model, equipment data, short circuit and Arc Flash results.
2. Provide laminated Arc Flash labels, a study report on a CD and one (1) comb-bound hard copy. Labels will be provided for the Service Entrance Switchboard, Generator Disconnect, ATS, both sections of MCC, Well 2 Main Distribution Panel, Well 2 Drive Panel, Well 2 208 V panel, Treatment plant 480 V panel and 208 V panels.

**EXHIBIT B-4**  
**ON-CALL ENGINEERING SERVICES DURING CONSTRUCTION**  
**SUNNYSIDE WELLS TREATMENT FACILITIES**  
**CITY OF MARYSVILLE, WA**  
**FEE ESTIMATE**


TASK	ESTIMATED FEES											Total		
	Princ.	Engr.	Engr.	Engr.	Engr.	Tech	Admin	Total	MSA Labor	Casre	CG Engineering		AESJ	MSA Expenses
	IV \$206	VII \$161	VII \$161	V \$144	V \$127	IV \$127	I \$77	Hours						
TCL	AS	NPH	CEH	HCM	BJR									
<b>Task 1 - On-call Services during Construction</b>														
1.1 Correspondence and Communication with the City (4 hrs/mo x 12 mos)	4		48				6	58	\$ 9,014				\$ -	\$ 9,014
1.2 Staff, Subconsultant, and Budget Management (12 mos)	4		18				12	34	\$ 4,646				\$ 12	\$ 4,658
1.3 Conformed Drawings (Electronic submittal)				2	8	8	4	22	\$ 2,798	\$ 2,746	\$ 1,100		\$ 144	\$ 6,788
1.4 Preconstruction Conference Support (MSA/Casre attend)				3	3		1	7	\$ 992	\$ 1,408			\$ 10	\$ 2,410
1.5 Applications for Payments Assistance (6 Pay Apps)				3	6			9	\$ 1,347				\$ -	\$ 1,347
1.6 Construction Meetings and Site Visits (18 Mtgs/Visits - 3/mo x 3 mos, 1/mo x 9 mos)				18	54		3	75	\$ 10,905	\$ 7,094	\$ 1,408		\$ 240	\$ 19,647
1.7 Submittal Review (150 Submittals)	5		50	150			75	280	\$ 36,455	\$ 15,206	\$ 5,544		\$ 150	\$ 57,355
1.8 Clarifications and Changes (50 RFI's)	5		25	50	16		4	100	\$ 14,595	\$ 11,264	\$ 6,732		\$ 338	\$ 32,929
1.9 Change Order Requests (5 C.O.'s)	1		10	20			2	33	\$ 4,850	\$ 3,379			\$ -	\$ 8,229
1.10 Structural Engineer Observations (4 site visits)				4				4	\$ 576		\$ 5,038		\$ -	\$ 5,614
1.11 Onsite Geotechnical Engineering Support (1 site visit/report)				1				1	\$ 144		\$ 1,200		\$ -	\$ 1,344
1.12 Startup, Testing, and Training (2 site visits)	2	8	16	24				50	\$ 7,732	\$ 9,856			\$ 20	\$ 17,608
1.13 Substantial Completion/Punch List (1 site visit)	1		8	16				25	\$ 3,798	\$ 2,253			\$ 50	\$ 6,101
1.14 Final Completion (1 site visit)	1		4	8				13	\$ 2,002	\$ 1,408			\$ 50	\$ 3,460
1.15 Operation and Maintenance Manuals (Electronic submittal)	1		8	24	2	8	43	43	\$ 5,820	\$ 3,379			\$ 236	\$ 9,435
1.16 Record Drawings (Electronic submittal)	1		4	16	32	4	57	57	\$ 7,526	\$ 6,547	\$ 1,947		\$ 776	\$ 16,796
<b>Task Subtotal</b>	<b>25</b>	<b>8</b>	<b>217</b>	<b>384</b>	<b>58</b>	<b>119</b>	<b>811</b>	<b>811</b>	<b>\$ 113,200</b>	<b>\$ 64,540</b>	<b>\$ 21,769</b>	<b>\$ 1,200</b>	<b>\$ 2,026</b>	<b>\$ 202,735</b>
<b>Task 2 - Short Circuit and Arch Flash Study</b>														
2.1 Short Circuit and Arc Flash Study	0	0	4	0	0	0	4	4	\$ 644	\$ 7,150			\$ -	\$ 7,794
<b>Task Subtotal</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>\$ 644</b>	<b>\$ 7,150</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,794</b>
<b>Total</b>	<b>25</b>	<b>8</b>	<b>221</b>	<b>384</b>	<b>58</b>	<b>119</b>	<b>815</b>	<b>815</b>	<b>\$ 113,844</b>	<b>\$ 71,690</b>	<b>\$ 21,769</b>	<b>\$ 1,200</b>	<b>\$ 2,026</b>	<b>\$ 210,529</b>

# *Index #11*



**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 03/23/15**

<b>AGENDA ITEM:</b> Professional Services Agreement Supplemental #2 with James G Murphy Co for Auctioneering Services	
<b>PREPARED BY:</b> Adam Benton, Fleet & Facilities Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Fleet	
<b>ATTACHMENTS:</b> Professional Services Agreement Supplemental #2 - Extension	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> N/A

**SUMMARY:**

This Professional Services Agreement Supplemental #2 - Extension will continue to provide the City with auctioneering services for surplus vehicles and equipment for an additional year with the option to extend yearly for up to 2 more years. The original Contract was awarded on March 26, 2012.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement Supplemental #2 with James G Murphy Co. to provide auctioneering services.



**SUPPLEMENTAL - EXTENSION AGREEMENT NO. 2  
TO AUCTION SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND JAMES G MURPHY, CO  
FOR AUCTION SERVICES**

This Supplemental Extension Agreement No. 2 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015, ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City" or "Marysville"), and James G Murphy, Co. a Washington Corporation ("Auctioneer").

WITNESSETH THAT:

**WHEREAS**, the parties hereto have previously entered into an Agreement to provide the City with Auction Services said Agreement being dated March 26, 2012; and

**WHEREAS**, both parties desire to extend the Agreement pursuant to paragraph III.1 TERM for an additional year for the term commencing on March 9, 2015 and terminating at midnight March 9, 2016.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated March 26, 2012, shall remain in full force and effect, except as modified in the following sections:

1. Pursuant to Article III of the Original Agreement, "TERM", the parties agree to extend the term of the agreement for an additional year commencing on March 9, 2015 and terminating at midnight March 9, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL – EXTENSION AGREEMENT NO. 2 as of the day and year first above written.

CITY OF MARYSVILLE

JAMES G. MURPHY, CO.

By \_\_\_\_\_  
Jon Nehring , Mayor

By \_\_\_\_\_  
Todd Meyers, Vice President

Approved as to form:

ATTEST/AUTHENTICATED:

By \_\_\_\_\_  
Jon Walker, City Attorney

By \_\_\_\_\_  
April O'Brien, Deputy City Clerk

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/23/2015**

<b>AGENDA ITEM:</b> Authorizing the Mayor to sign an Interlocal Agreement with King County Directors' Association (KCDA) for the purchase and contracting of goods and services.	
<b>PREPARED BY:</b> Worth Norton	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance – Information Services	
<b>ATTACHMENTS:</b> Intergovernmental Cooperative Purchasing/Procurement Agreement	
<b>BUDGET CODE:</b> TBD	<b>AMOUNT:</b> TBD
<b>SUMMARY:</b>	

While negotiating a recent copier contract, we found that we could get better terms and pricing through the KCDA contact than the State approved WSCA contract. By being able to use the KCDA contracts along with the State and WSCA contracts, we will have one more tool to get the best pricing and terms possible.

KCDA is the purchasing cooperative owned by Washington State Public School Districts. KCDA's members also include Counties, Cities and other political subdivisions in 26 states. There is no charge for membership in KCDA and no minimum level of participation.

KCDA bids and awards supply and service contracts through open competition as prescribed by the laws of the State of Washington. The basic statute authorizing the formation of KCDA is RCW 28A.320.080. KCDA is also authorized under the Interlocal Cooperation Act, RCW 39.34.

<b>RECOMMENDED ACTION:</b> City staff recommends that the City Council authorizes the Mayor to sign the attached Interlocal agreement for contracting of goods and services.
---

**WASHINGTON ASSOCIATE MEMBERSHIP  
AGREEMENT – PUBLIC AGENCIES  
(Intergovernmental Cooperative  
Purchasing/Procurement Agreement)**

PURSUANT TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association, hereinafter called "KCDA", and the following named public agency of the State of Washington, City of Marysville, hereinafter called "the public agency", hereby agree to cooperative Governmental purchasing and procurement upon the following terms and conditions:

1. KCDA, in contracting for the purchase of merchandise, supplies and equipment (hereinafter referred to as "goods") and procurement of services for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
2. KCDA will contract for the purchase of goods and procurement of services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases or procurement by or on behalf of the public agency in question.
3. The public agency reserves the right to contract independently for the purchase or procurement of any particular class of goods or services, with or without notice to KCDA.
4. KCDA reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing or service contract, with or without notice to the public agency.
5. The public agency agrees to pay for goods and services as billed by KCDA upon completion of transfer of goods or performance of services per normal terms as established by KCDA, unless otherwise provided in the contract governing such purchase or service. Any additional expense incurred by KCDA in regard to any transaction for the public agency shall be paid by the public agency.
6. This agreement will be filed with the county auditor or listed by subject on a public agency's website prior to its entry into force. Following such filing and/or posting, it shall continue in force in perpetuity, except that either party may cancel this agreement on thirty (30) day written notice.
7. Contacts:

A. Public Agency: City of Marysville  
 Name of Individual: Worth H Norton  
 Phone: (360) 363.8029 Fax (360) 363.8040

B. KCDA (425) 251-8115  
 18639 80<sup>th</sup> Ave. S. (98032) 1-800-422-5019  
 P.O. Box 5550 Fax (253) 395-5402  
 Kent, WA 98064-5550 E-Mail www.kcda.org

Date: \_\_\_\_\_ Loc. Code Tax: 91-6001459

Agency Name: City of Marysville

Physical Address: 1049 State Avenue

Marysville, WA 98270

Printed Name: Jon Nehring

Signature: \_\_\_\_\_

Title: Mayor

Telephone Number: 360.363.8000

Fax Number: 360.651.5033

E-Mail Address: jnehring@marysvillewa.gov

\_\_\_\_\_  
 KCDA Executive Director

\_\_\_\_\_  
 Date

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 23, 2015**

<b>AGENDA ITEM:</b> Agreement for Professional Services Snohomish County Hotel Motel Funding Agreement	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$10,000.00
<b>SUMMARY:</b>	

The City had applied for grant funding in support for the SR9 Gateway project from the Snohomish County Lodging Tax, Hotel/Motel funds (LTAC) program in 2014 for supporting funds. The City's project was awarded reimbursement funds in the amount of \$10,000 for the project.

The attached Agreement represents the terms and conditions for eligible costs associated with the installation of a new Gateway Sign within the Round A Bout (RAB) at the intersection of SR9 and 84<sup>th</sup> Street NE.

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the Professional Services Agreement with Snohomish County Economic Development Division for reimbursement of eligible costs not to exceed \$10,000 associated with the SR 9 Gateway Sign Project.

CONSULTANT: City of Marysville  
 CONTACT PERSON: Jim Ballew  
 ADDRESS: 1049 State Ave  
 Marysville, WA 98270  
 TELEPHONE/FAX NUMBER: (360) 363-8400 /  
 COUNTY DEPT: Executive  
 DEPT. CONTACT PERSON: Jessica Voelker  
 TELEPHONE/FAX NUMBER: (425) 388-3139/(425) 388-3434  
 PROJECT: 2015 Gateway Project  
 AMOUNT: \$10,000.00  
 FUND SOURCE: 116 501014105205  
 CONTRACT DURATION: Contract execution through Dec. 31, 2015

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and City of Marysville, a Washington municipality (the "Contractor").

#### Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under chapter 67.28 RCW; and

WHEREAS, chapter 67.28 RCW permits the distribution of money from the hotel-motel

HOTEL-MOTEL TAX FUND AGREEMENT  
 WITH THE CITY OF MARYSVILLE

tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Board evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of chapter 67.28 RCW; and

WHEREAS, by Motion No. 14-455, passed on January 21, 2015, the County Council authorized 2015 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to establish the parameters for reimbursing City of Marysville in the amount up to \$10,000 for eligible expenses of Contractor’s 2015 programming (the “Project”), as set forth in Schedule A. Schedule A is attached hereto and by this reference made part of this Agreement. Schedule C is the Contractor’s Project application; it is attached hereto and by this reference made part of this Agreement.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2015. The Contractor shall complete its obligations required by this Agreement no later than December 31, 2015. The County’s obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

HOTEL-MOTEL TAX FUND AGREEMENT  
WITH THE CITY OF MARYSVILLE



a. Reimbursement. The County will reimburse Contractor as set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. No claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of Contractor's eligible expenses for the Project, the Contractor shall submit a properly executed invoice to the County indicating the amount of eligible expenses for reimbursement. The invoice shall include an itemization of all reimbursable expenses incurred by the Contractor, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed \$10,000.

4. Independent Contractor. The Contractor agrees that it is not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales,

income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in completion of the Project under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder, pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jessica Voelker  
 Title: TPA Coordinator  
 Department: Executive Office  
 Telephone: (425) 388-3139  
 Email: [Jessica.Voelker@snoco.org](mailto:Jessica.Voelker@snoco.org)

7. County Review and Approval. If Contractor's Project includes the production of promotional materials, Contractor shall provide the County an advance copy of said promotional materials. If the content of the promotional material is objectionable to the County, the County, in its sole discretion, may determine whether to reimburse Contractor for the associated expenses.

8. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support its invoices of reimbursable expenses. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

9. Indemnification. To the maximum extent permitted by law the City shall indemnify and hold harmless the County its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

10. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Project hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance.

- a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

- b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000.00 aggregate limit. CG 00 01 current edition.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement must contain, or must be endorsed to contain, the following provisions:

(i)

The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

11. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

13. Employment of County Employees. SCC 2.50.075, "Restrictions on future

employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

14. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

15. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor’s work hereunder.

16. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

18. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

19. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

20. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Office of Economic Development 3000 Rockefeller Avenue Everett, Washington 98201 Attention: Jessica Voelker TPA Coordinator
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If to the Contractor:	City of Marysville 1049 State Ave Marysville, WA 98270 Attention: Jim Ballew
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The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

21. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in

connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

22. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

23. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

25. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.





Schedule A  
Scope

CONTRACTOR: CITY OF MARYSVILLE  
PROJECT: 2015 GATEWAY PROJECT

The Contractor will: (a) develop, manufacture and install one (1) fourteen (14) foot by seven (7) foot metal gateway structures to be placed at the north and south intersection of State Route HWY 9 and 88<sup>TH</sup> Ave. NE. for the Project. In addition,

- The Contractor shall work with the Snohomish County Tourism Bureau (the “Tourism Bureau”) to ensure that any published materials prepared with financial assistance from County funds are consistent with the County’s graphics standards as set forth in more detail in paragraph 2 below.
- Any publications produced as a result of this Project shall prominently feature the following credit: MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.
- The Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results. Alternatively, the Contractor can report on initiatives undertaken by it in concert with the Tourism Bureau to incorporate the funded Project in trip packaging which promotes overnight stays.
- The Contractor will place on its website a link provided by the Tourism Bureau to the Washington Reservation Booking Engine and provide the “click-thru” data in its report accompanying its invoice for reimbursement.
- If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its first invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor’s approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County’s reimbursing the Contractor for services provided under this Agreement.

1. Through the auspices of the Tourism Bureau, the County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the Tourism Bureau has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the Tourism Bureau with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County’s contact set forth in Section 7 of the Agreement for review and approval prior to printing the production run.
2. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct

more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at recipients outside of Snohomish county. For written materials, this goal may be accomplished by mailing written materials out of the county and/or by placing appropriate written materials with the Tourism Bureau. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B  
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.
  
2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$22.00 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: three (3) copies of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2015. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2015, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	
		CASH	IN-KIND
1. Construction / Installation	\$10,000	\$10,900	
<b>Total</b>	<b>\$10,000</b>	<b>\$10,900</b>	

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 7 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.
  
2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation

amount.

3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.


Schedule C  
Contractor's Project Application

# *Index #14*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2015

AGENDA ITEM: Sunnyside Well Treatment Facility Project — Professional Services Agreement with MWH Constructors, Inc. for Materials Testing, Special Inspection, On-Call CM Support	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> <li>Professional Services Agreement</li> </ul>	
BUDGET CODE: 40220594.563000 W1302	AMOUNT: \$75,223.00

## SUMMARY:

The City is now poised to begin construction on its Sunnyside Well Treatment Facility Project. Similar to other recent capital improvement projects, the City intends to take the *lead role* in managing day-to-day coordination of construction activities and issues with the general contractor. Among other things, this will include inspection of work to ensure that it is performed in accordance with the contract provisions and overall administration of the construction contract (*change order negotiation; dispute resolution and avoidance; reconciliation of challenges arising from unforeseen conditions, constructability issues, design irregularities; processing of monthly contractor payments; etc.,*).

In order to complement and support the City in its oversight of construction activities, Public Works staff reviewed the qualifications of three firms from its on-call consultant roster that specialize in materials testing and special inspection. Specifically, the firms came to include Terracon Consultants, Inc., MWH Constructors, Inc., and WH Pacific. Ultimately, the City's selection committee concluded that MWH — with its relative strength of experience on similar projects — would be best-equipped to assist the City on this particular project.

Specific elements of work to be undertaken by MWH involve sampling and laboratory testing of soils, aggregate, asphalt, and structural concrete. MWH will also play a key role in providing support to the City's inspection staff during critical phases of the project requiring "special inspections." Notable examples include inspection of structural steel (bolted and welded connections), concrete formwork, reinforcing steel, lateral wood framing, and CMU installation. Lastly, MWH will provide the City with limited *on-call* construction management support on an as-needed basis — to assist with technical issues and other unique challenges that may arise during construction.

MWH impressed the City for having an extremely strong background on projects very similar to the Sunnyside Well Treatment Facility Project, and they appear genuinely enthusiastic about the prospect of working with the City to make the project a success. Staff is confident that the City would be well-served by this contract and therefore recommends that it be considered for approval.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign and execute the attached Professional Services Agreement in the amount of \$75,223.00 with MWH Constructors, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MWH CONSTRUCTORS, INC.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and MWH Constructors, Inc., a Colorado corporation ("Consultant").

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services consisting of **materials testing, special inspection, and limited "on-call" construction management support on the Sunnyside Well Treatment Facility Project**, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no



cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence at such time that the City issues Notice to Proceed to the Consultant and shall terminate at midnight, July 31, 2016. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety

(PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

AmT No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. The Agreement is subject to RCW 4.24.115 and, in the event that a court of competent jurisdiction determines that liability for damages arising out of bodily injury to persons or damages to property was caused by or resulted from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this



indemnification. This waiver has been mutually negotiated by the parties.

AMT (initials) \_\_\_\_\_ (initials)

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M.Best's rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct

the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City

employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants:

GeoTest, Inc.

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c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

##### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$75,223.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**Patrick Gruenhagen, Project Manager  
City of Marysville Public Works  
80 Columbia Avenue  
Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**André Tolmé, Area Manager  
MWH Constructors  
2353 130<sup>th</sup> Avenue NE, Suite 200  
Bellevue, WA 98005**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

### V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to



conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of March, 2015.

CITY OF MARYSVILLE

MWH CONSTRUCTORS, INC.

By \_\_\_\_\_  
Jon Nehring, Mayor

By ALM T&L  
Title: AREA CONSTRUCTION MANAGER

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney



## EXHIBIT "A"

### Scope of Services

#### Materials Testing, Special Inspection and On-Call Construction Management for the Sunnyside Well Treatment Facility

MWH Constructors, Inc. ("MWHC" or "Consultant") will provide Materials Testing, Special Inspection and On-Call Construction Management Services for the Sunnyside Well Treatment Facility Project ("Project") for the City of Marysville, Washington ("Owner" or "City"). The services are expected to be provided for approximately twelve months, beginning in April 2015.

#### Task 1 – Project Management

- 1.1 Maintain controls over budget and scope to see that scope is efficiently executed and delivered within budget. Maintain log of changes to scope and notify the District if budget is impacted by scope changes. Submit invoices each month showing total work order amount, amount previously billed, current billing, and amount remaining. Invoices to include detail of all employees working on the project each month with dates and hours worked.
- 1.2 Establish subconsultant agreements and manage subconsultants' work. Coordinate subconsultants' work on site to meet the project schedule.

#### Task 2 – Materials Testing and Special Inspection

- 2.1 Perform materials testing and special inspections as follows: Earthwork in-situ materials tests and laboratory tests; Asphalt in-situ and laboratory tests; Concrete special inspection, site tests, and laboratory tests; Masonry special inspection, site tests, and laboratory tests, Structural steel special inspections; and wood framing special inspections. The number of tests and site visits for inspection are limited to those provided in the attached Scope of Work for GeoTest Services Inc.

#### Task 3 – Construction Management Services

- 3.1 Provide on-call construction management included site observations, contract administration assistance, and site inspections for compliance with specific items of work. The amount of each service, defined by labor classification, is to be determined by the City. Budget has been provided for several labor classifications and an assumed number of hours for budgeting purposes.



Assumptions to be made part of the agreed Scope of Services:

- Schedule for the project is expected to be from April 2015 through April 2016.
- MWHC personnel and subconsultants will be provided with a complete set of project documents including drawings, specifications, and project permits as needed for execution of the scope of services.
- MWHC will provide the vehicle, safety equipment, cell phone, computer, and tools for performance of the construction management work. GeoTest will charge for mileage to the site but will provide their own safety equipment, cell phone, computer, and tools.
- The standard of care applicable to MWHC's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed.
- MWHC is not responsible for the work performance of the construction contractor and has no contractual relationship with the construction contractor.



**GeoTest Services Inc.**  
**Arlington Branch**

**Sunnyside Well Treatment Facility**  
**Marysville, WA**  
**Conceptual Scope & Budget Special Inspection & Materials Testing**

GeoTest is pleased to submit this cost estimate for the above project. Based on a review of the plans and specifications, we believe that the costs for construction special inspection and testing will be approximately \$26,203 for the scope of work detailed below. *This is a time and materials estimate intended for budgeting purposes. Our costs are a direct reflection of the project construction schedule. Our client will only be billed for actual services rendered to the project.*

**EARTHWORK**

Periodic inspection during preparation of building and pavement subgrades.  
Perform field in-place density tests for structural fills/backfills at building, parking and utilities.  
Perform laboratory sieve/proctors as needed.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Density Testing/Observation - Utilities	10	4		\$65	\$2,600
Density Testing/Observation - Pavements & Walks	5	4		\$65	1,300
Density Testing/Observation - Building Pad	2	4		\$65	520
Sample Pick-Up and Processing	2	2		\$60	240
Lab: Sieve/Proctor			4	\$235	940
Lab: Sand Equivalent			2	\$80	160
Lab: Percent Fracture			2	\$60	120
<b>Subtotal</b>					<b>\$5,880</b>

**ASPHALT**

Test and inspect asphalt at the site during paving.  
Assumes a gauge correlation will not be used.  
Perform laboratory extraction/gradation, rice density and related testing in accordance with WSDOT test methods.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Compaction Tests - HMA Asphalt Paving	3	8		\$65	\$1,560
Lab: Asphalt Extraction/Gradation			3	\$225	675
Lab: Asphalt Rice Density			3	\$80	240
Sample Pick-Up and Processing	3	2		\$60	360
<b>Subtotal</b>					<b>\$2,835</b>

**CONCRETE**

Periodic inspection of reinforcing steel placement, anchor bolt placement, and formwork.  
Continuous inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.  
Test concrete for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Vault	2	4		\$60	\$480
Footings	2	4		\$60	480
Stem Walls	2	4		\$60	480
Slab-On-Grade	2	6		\$60	720
Generator Support Slab	1	4		\$60	240
Misc. Pours	2	4		\$60	480
Proprietary Anchors	4	4		\$60	960
Separate Rebar Inspections	4	4		\$60	960
Sample Pickup and Processing	8	2		\$60	960
Concrete Compression Tests	11 sets x 5 ea.		55	\$24	1,320
<b>Subtotal</b>					<b>\$7,080</b>

**GeoTest Services Inc.**  
**Arlington Branch**

February 26, 2015

**MASONRY**

Periodic Inspection of reinforcing steel, and CMU placement.  
Continuous inspection during grout placement.  
Sample and test compressive strength of mortar, grout and prisms.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection	14	6		\$60	\$5,040
Sample Pickup and Processing	4	2		\$60	480
Mortar Compression Tests (every 2,000 sq. ft.)	4 set x 3 ea		12	\$24	288
Grout Compression Tests (every 2,000 sq. ft.)	4 set x 3 ea		12	\$24	288
Prism Compression Tests (every 5,000 sq. ft.)	2 set x 3 ea		6	\$100	600
<b>Subtotal</b>					<b>\$6,696</b>

**STRUCTURAL STEEL**

Periodic inspection of all bolted and welded connections.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Structural Steel Inspections	3	4		\$60	\$720
<b>Subtotal</b>					<b>\$720</b>

**LATERAL FRAMING (WOOD)**

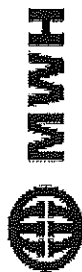
Periodic Inspection of strap nailing, shearwall, and diaphragm nailing.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Structural Steel Inspections	4	4		\$60	\$960
<b>Subtotal</b>					<b>\$960</b>

**OTHER**

Test/Inspection Item	Visits	Hours	Unit Rate	Total
Project Manager		10	\$80	\$800
Mileage Charge (26 mi x 0.60/mi = \$16/trip)	77		\$16	1,232
<b>Subtotal</b>				<b>\$2,032</b>

<b>Total Estimate</b>	<b>\$26,203</b>
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**Sunnyside Well Treatment Facility**

Date of Budget proposal: March 3, 2015  
Materials Testing, Special Inspection and On-Call Construction Management Services

MWH Proposal Task Description	Personnel	Rate	Task 1 Project Management		Task 2 Materials Testing and Special Inspection		Task 3 Construction Management		TOTALS
			Hours	Amount	Hours	Amount	Hours	Amount	
Labor Category									
Principal/Project Manager	A. Tolme	\$150.00	36	\$5,400	0	\$0	0	\$0	36 \$5,400
Construction Manager / Senior Inspector	B. Barnes	\$145.00	0	\$0	0	\$0	160	\$23,200	160 \$23,200
Project Controls Engineer	K. McLean	\$120.00	0	\$0	0	\$0	40	\$4,800	40 \$4,800
Inspector	TBD	\$125.00	0	\$0	0	\$0	80	\$10,000	80 \$10,000
Administrative Assistant	TBD	\$75.00	0	\$0	0	\$0	40	\$3,000	40 \$3,000
<b>Labor Cost</b>			<b>36</b>	<b>\$5,400</b>	<b>0</b>	<b>\$0</b>	<b>320</b>	<b>\$41,000</b>	<b>\$46,400</b>

**Subconsultants and Other Direct Costs (ODCs):**

	Task 1	Task 2	Task 3	TOTALS BUDGETED
GeoTest Services, Inc.	\$0	\$26,203	\$0	\$26,203
Mileage (included in hourly rates)	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
<b>ODC Totals</b>	<b>\$0</b>	<b>\$26,203</b>	<b>\$0</b>	<b>\$26,203</b>
<b>Overhead Cost on Subs and ODC's at 10%</b>	<b>\$0</b>	<b>\$2,620</b>	<b>\$0</b>	<b>\$2,620</b>
<b>Task Totals</b>	<b>\$5,400</b>	<b>\$28,823</b>	<b>\$41,000</b>	<b>\$75,223</b>

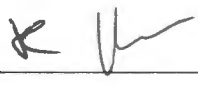
Notes:

1. Labor costs include costs for project vehicles, safety equipment, cell phones, home office overhead, and computer equipment.
2. Labor rates are in effect until April 1, 2016. Thereafter, they will escalate at 3% per year.

# *Index #15*

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2015

<b>AGENDA ITEM:</b> Project Acceptance – 2014 Pavement Preservation Program	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Notice of Physical Completion Letter, Vicinity Map	
<b>BUDGET CODE:</b> 10111561.5489200.1303	<b>AMOUNT:</b> N/A

**SUMMARY:**

The 2014 Shoulder Improvement Program included the construction of asphalt shoulders as shown on the attached vicinity map.

City Council awarded the project to Northend Excavation, Inc. on October 13, 2014 in the amount of \$91,733.00. The project was completed at a cost of \$93,009.02, which was \$1,276.02 (1.39%) above the original bid amount but within management reserve.

Work performed under this contract was inspected by City staff. The work was found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to accept the 2014 Shoulder Improvement Program, starting the 45-day lien filing period for project closeout.
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**PUBLIC WORKS**  
Kevin Nielsen, *Director*



80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284

March 2, 2015

Northend Excavating, Inc.  
10014 149<sup>th</sup> Ave NE  
Granite Falls, WA 98252

**Subject: 2014 Shoulder Improvement Program Notice of Physical Completion**

Dear Mr. Zuanich,

In accordance with Section 1-05.11(2) of the Special Provisions, the 2014 Pavement Preservation Program was considered physically complete as of Monday, March 2, 2015.

This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of the following.

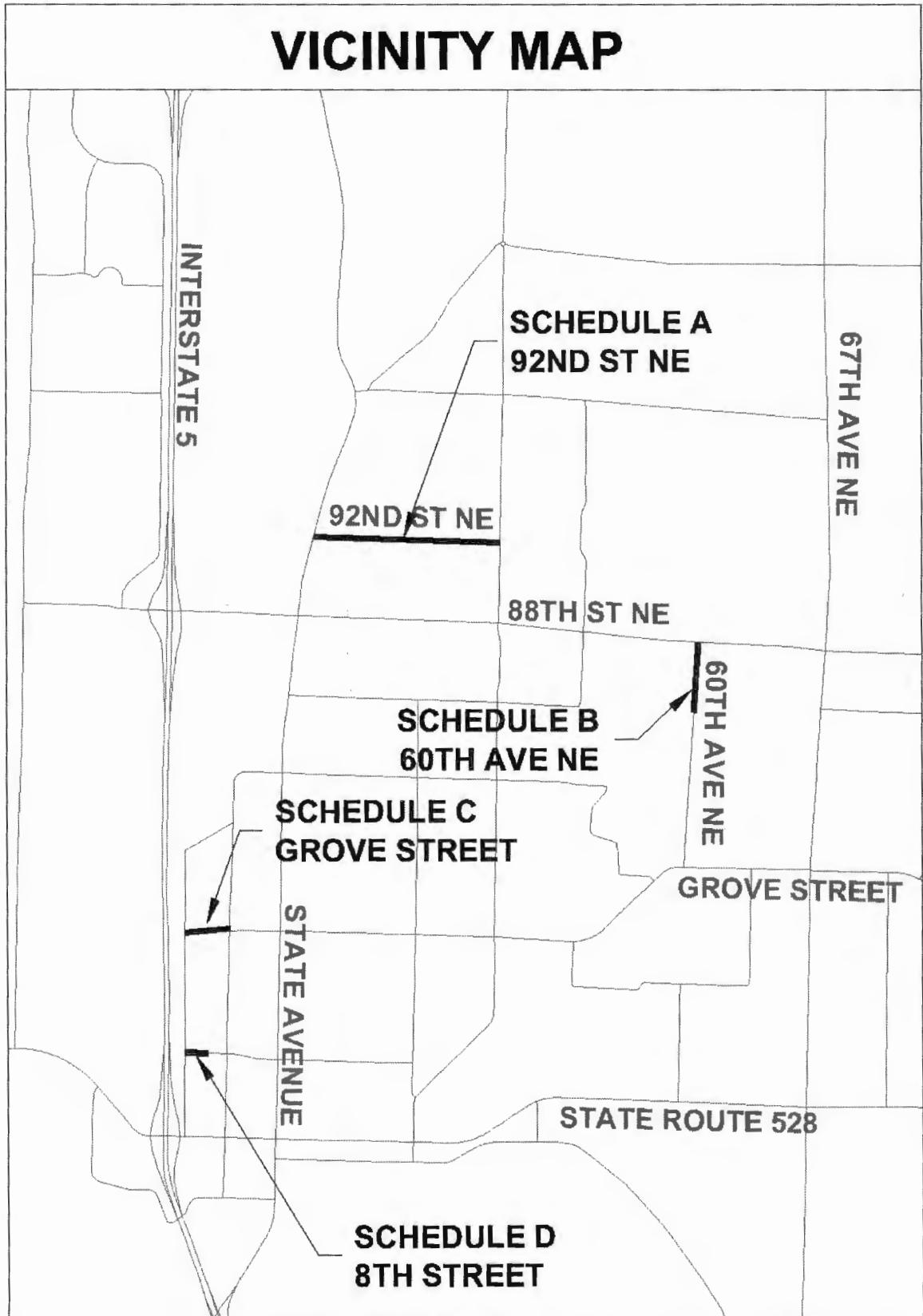
1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid (to be submitted by Northend Excavation to the City)

It was a pleasure working with you on the Shoulder Improvement Program. We look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Laycock", is written over a white background.

Jeff Laycock, PE  
Project Manager



# *Index #16*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/23/15**

<b>AGENDA ITEM:</b> Mutual Agreement regarding credit for donation of property for transportation improvements.	
<b>PREPARED BY:</b> Shawn Smith	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Community Development	
<b>ATTACHMENTS:</b> Mutual Agreement regarding credit for donation of property for transportation improvements.	
<b>BUDGET CODE:</b> 30500030.563000	<b>AMOUNT:</b> \$183,485.20
<b>SUMMARY:</b>	

LID 71 was established in 2010 for the 156<sup>th</sup> Street Overpass project. Terra Firma owns property within LID 71 and agreed to dedicate right of way (where 30<sup>th</sup> Avenue was built for the 156<sup>th</sup> Street Overpass project) in exchange for the City crediting the value of the property dedicated against Terra Firma's LID assessment. This agreement is to credit the cost of the right of way previously dedicated by Terra Firma to their LID 71 assessment.

<p><b>RECOMMENDED ACTION:</b> AUTHORIZE THE MAYOR TO SIGN THE mutual agreement regarding credit for donation of property for transportation improvements.</p>
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**MUTUAL AGREEMENT REGARDING CREDIT FOR DONATION OF PROPERTY FOR TRANSPORTATION IMPROVEMENTS**

This Mutual Agreement Regarding Credit for Donation of Property for Transportation Improvements (“Agreement”) is made this \_\_\_\_ day of March, 2015 between the City of Marysville, Washington, a Washington municipal corporation (“City”), and Terra Firma Development Company Ltd, a Washington corporation (“Terra Firma”).

WHEREAS Terra Firma owns property described as follows:

Legal Description: \_Section 29 Township 31 Range 05 Quarter SE- ADJ PAR 1 OF CITY MAR BLA 03-005 SURVEY REC AFN 200307155002 BEING PTN OF S1/2 SE1/4 SD SEC LESS E 30.00FT TO CITY OF MAR PER PER DEED & DED REC AFN200911100595

Parcel Number: 31052900401300

WHEREAS the City established Local Improvement District 71 (LID 71) through Ordinance 2827 passed by the City Council and approved by the Mayor on September 20, 2010.

WHEREAS this Local Improvement District was created to construct transportation improvements related to the construction of an overpass across Interstate 5 at 156<sup>th</sup> Street NE.

WHEREAS Terra Firma’s property described above is located within LID 71 and is subject to an assessment for the benefit of the transportation improvements built through LID 71.

WHEREAS Terra Firma agreed to dedicate right-of-way to the City of Marysville as part of this project at no cost provided that value of the dedication would be credited against the LID 71 assessment for Terra Firma’s property.

WHEREAS the value of this right-of-way, including interest accrued to date, is \$174,188.78 (interest of \$9,296.42 for a total of \$183,485.20).

WHEREAS the assessment against tax parcel no. 310529-004-013-00, owned by Terra Firma in LID 71 is \$202,096 (interest of \$9,296.42 for a total of \$211,392.42).

WHEREAS RCW 35.44.420 authorizes a city legislative authority to give credit for all or any portion of any property donation against an assessment, charge, or other required financial contribution for transportation improvements within a local improvement district.

WHEREAS the City and Terra Firma desire to enter into this Agreement in accordance with RCW 35.44.420.

NOW THEREFORE, it is agreed between the City and Terra Firma as follows:

1. Truth of Recitals. City and Terra Firma agree that the recitals above are true and accurate.

2. Application of value of right-of-way. The City shall apply the amount of \$183,485.20 (value of right-of-way plus interest accrued to date) to Terra Firma’s assessment for LID 71. The City shall apply this credit to the LID assessment by March 31, 2015.

3. Obligation to pay assessment; shortage. Because the amount of the value of the dedicated right-of-way is less than the assessment, the unpaid balance of the assessment shall be the obligation of Terra Firma, to be paid when due and shall be a charge on the land in accordance with the provisions of chapters 35.44 through 35.49 RCW.

4. Right to Interplead; dispute. In the event a dispute develops between City and Terra Firma concerning this Agreement, the parties agree that the City may interplead the value of the right-of-way plus accrued interest into the registry of the Snohomish County Superior Court and such dispute shall be resolved in that court.

5. Interpretation. This Agreement was drafted by the City, but the provisions of this Agreement shall be given a fair and equal interpretation as if drafted by both parties.

6. Complete agreement; integration. This Agreement is intended to be an integrated, complete, and final agreement, and there are no other or further agreements between the parties except as set forth herein concerning the subject matter of this Agreement. The Parties specifically recognize that a letter dated September 28, 2009, regarding a traffic mitigation fee credit is superseded by this Agreement and that letter is of no further effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF MARYSVILLE

TERRA FIRMA DEVELOPMENT COMPANY, LTD

\_\_\_\_\_  
JON NEHRING, Mayor

\_\_\_\_\_  
NOORDIN DAYANI, President

ATTEST:

\_\_\_\_\_  
APRIL O’BRIEN, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
JON WALKER, City Attorney